

INFORMATION TO OFFERORS OR QUOTERS SECTION A – COVER SHEET		<i>Form Approved</i> OMB No. 9000-0002 <i>Expires Oct 31, 2001</i>
The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.		
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.		
1. SOLICITATION NUMBER SP0600-03-R-0003	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE JANUARY 17, 2003
INSTRUCTIONS NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations. 1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7. 2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001. 3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document. 4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids," or "Instructions to Offerors – Competitive Acquisition."		
4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> Defense Energy Support Center 8725 John J. Kingman Road. Ft. Belvoir, VA 22060-6222	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> Alongside aircraft fuel delivery and related services at NAS Kingsville, TX for the period December 1, 2003 through November 30, 2007.	
6. PROCUREMENT INFORMATION <i>(X and complete as applicable.)</i>		
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED.		
<input type="checkbox"/> b. THIS PROCUREMENT IS % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:		
<input type="checkbox"/> c. THIS PROCUREMENT IS % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:		
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.		
7. ADDITIONAL INFORMATION:		
8. POINT OF CONTACT FOR INFORMATION		
a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include ZIP Code)</i>
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>	d. E-MAIL ADDRESS	
9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>		
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS <input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED <input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEMS(S) <input type="checkbox"/> e. OTHER <input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT		
10. MAILING LIST INFORMATION <i>(X one)</i> WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.		
11a. COMPANY NAME	b. ADDRESS	
c. ACTION OFFICER		
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE	
(3) SIGNATURE		(4) DATE SIGNED <i>(YYYYMMDD)</i>

1. Facsimile proposals are NOT authorized for this solicitation. Offers should be submitted on the most favorable terms possible from a price and technical standpoint.
2. Please be certain to clearly identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance of all amendments to this solicitation.
3. Notice: Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
4. Any questions regarding this requirement should be submitted to this office either by mail or fax (703) 767-9338 no later than January 2, 2003.
5. A pre-proposal conference is scheduled for January 7, 2003 at 0900 hours at NAS Kingsville, TX (see clause L196). You must preregister by either e-mail (bhall@desc.dla.mil) or faxing (703-767-9338) the name(s) of the individual(s) who plan to attend to Ms. Brenda Hall, Contract Specialist, not later than January 2, 2003.

IMPORTANT NOTICES:

All contractors must be registered in the Central Contractor Registration. See clause I1.07 for details.

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 108	
2. CONTRACT NO.		3. SOLICITATION NO. SP0600-03-R-0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 21 NOV 02		6. REQUISITION/PURCHASE NO. N-03-02	
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Buyer/Symbol: Brenda Hall/DESC-FPB Phone: 703-767-9342 Fax: 703-767-9338 PP: 6.3				8. ADDRESS OFFER TO (If other than item 7) ATTN: Bid Custodian/DESC-CPC/Rm. 3829 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Fax: 703-767-8506 Verification: 703-767-8758					
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".									
SOLICITATION									
9. Sealed offers in original and <u>1 (ONE)</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <u>DESC-CPC, Rm. 3829</u> until <u>3:00 PM</u> local time <u>17 JANUARY 2003</u> . (hour) (date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all terms and conditions contained in this solicitation. See Clause L2.05-8									
10. FOR INFORMATION CALL:		A. NAME Brenda Hall				B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (703) 767-9342			
11. TABLE OF CONTENTS									
(x)	SEC.	DESCRIPTION		PAGE(S)	(x)	SEC.	DESCRIPTION		PAGES
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
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	D	PACKAGING AND MARKETING			PART IV - REPRESENTATIONS AND INSTRUCTIONS				
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X	H	SPECIAL CONTRACT REQUIREMENTS		7					
OFFER (Must be fully completed by offeror)									
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8) (14)				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated.				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) FAX #-				
		BIDDER CODE- CAGE CODE-							
15B. TELEPHONE NO. (Include area code)				15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEM NUMBERED				20. AMOUNT (EST)		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN > (4 copies unless otherwise specified)		ITEM SEE BLK 25	
24. ADMINISTRATION BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type of print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.									

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SECTION J - LIST OF ATTACHMENTS

<u>FORM</u>	<u>TITLE</u>	<u>LOCATION</u>
DD1707 SF33	INFORMATION TO OFFERORS OR QUOTERS SOLICITATION, OFFER AND AWARD COLLECTIVE BARGAINING AGREEMENT INTERNATIONAL ASSOC. OF MACHINISTS AND AEROSPACE WORKERS OFFEROR SUBMISSION PACKAGE	COVER SHEET PAGE 1 ATTACHMENT 1 ATTACHMENT 2

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

DECEMBER 1, 2003 THROUGH NOVEMBER 30, 2007

<u>LINE ITEM</u>	<u>DESCRIPTION OF SERVICES</u>	<u>PRICE PER MONTH</u>
0001	Alongside Aircraft Refueling Operations to include the dispatch function.	\$ _____
0002	Fuel Storage and Distribution Operations	\$ _____
0003	Ground Fuel (MUR/JP-8) Operations	\$ _____
0004	Aircraft Fuel Services, Fuel Storage and Distribution, Quality Surveillance and Administrative Operations at NALF Orange Grove, TX	\$ _____
0005	NONPERSONAL SERVICES AND SUPPLIES: (COST REIMBURSEMENT - MAINTENANCE) The Contractor shall furnish nonpersonal services, maintenance, and supplies at NAS Kingsville in accordance with Segment II, Section C-4.0.	<u>Estimated \$5,000/Year</u>

NOTE: The Contractor will be reimbursed for services, under Line Item 0005, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section C-4.0, LOGISTICS SUPPORT, COST REIMBURSABLE). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

0006 AUGMENTATION
(a) Payment for augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0006AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
0006AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
0006AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
0006AD	Fuel System Distribution Oper - Overtime	\$ _____/hour

(b) **AUGMENTATION RATES.**STRAIGHT TIME - CATEGORY

Base Rate
Plus applicable Fringes
Subtotal
Plus PT&I* (specify rate)
Subtotal
Plus Profit (specify rate)
Total Straight-Time Rate

OVERTIME - CATEGORY

Base Rate times 1.5
Plus PT&I* (as specified above)
Subtotal
Plus Profit (as specified above)
Total Overtime Rate

*Payroll Taxes and Insurance

B30 Cont'd.

NOTE: When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT clause.

(DESC 52.207-9F80)

B30.01 SCHEDULE OF PAYMENTS (AARD) (MULTIYEAR) (DESC APR 2001)

(a) The Contractor shall be paid monthly, commencing at the end of the first month, for each month of all performance periods, a sum equal to the amount specified for all line items.

(b) Funds cited on the contract do not include funds for payment of line items 0005 & 0006 contained in the Schedule. The activity will administer and obligate funds for this item on DD Form 1155.

(DESC 52.232-9FR5)

SECTION C - DESCRIPTION OF SERVICES**STATEMENT OF WORK**

See Segment II

SECTION E - INSPECTION AND ACCEPTANCE**E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

E29 INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)

(a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.

(b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.

E29 Cont'd.

(c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.

(d) **TANK INTERIORS.** Equipment presented for inspection shall be vapor free.

(e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).

(f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.

(g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.

(h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense.

(DESC 52.246-9FF5)

E30.01 DESIGNATION OF QUALITY REPRESENTATIVE (AARD) (DESC MAR 1981)

Responsibility for the inspection of the quality of performance of services and of the equipment used in the performance of the services under this contract is assigned to the Commanding Officer at the location at which these services are performed.

(DESC 52.246-9F30)

SECTION F - DELIVERIES OR PERFORMANCE**F1.25-1 PERIOD OF PERFORMANCE (AARD) (MULTIYEAR) (DESC APR 1994)**

The performance periods for all line items will be--

1st December 1, 2003 through September 30, 2004

2nd October 1, 2004 through September 30, 2005

3rd October 1, 2005 through September 30, 2006

4th October 1, 2006 through September 30, 2007

5th October 1, 2007 through November 30, 2007

(DESC 52.242-9F95)

F2.01 NOTICE OF DELIVERIES (AARD) (DESC FEB 1990)

When the Contractor has made 80 percent of the estimated truck movements for each performance period, he shall promptly notify the station Commanding Officer in writing with a copy to the Contracting Officer.

(DESC 52.242-9FL5)

F30.05 ORDERING CONDITIONS (AARD) (DESC APR 1984)

Orders issued pursuant to the ORDERING clause may, at the discretion of the Ordering Officer, be oral. Orders issued under this clause shall be subject to written confirmation, to include obligation of funds. Such orders shall be "issued" for purposes of this contract at the time of issuance shown on the Ordering Officer's written log. The Ordering Officer is responsible for ensuring that funds are available prior to issuing verbal orders. (DESC 52.216-9FE5)

SECTION G - CONTRACT ADMINISTRATION DATA

G1 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(DFARS 252.242-7000)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G8 DESIGNATION OF PROPERTY ADMINISTRATOR (AARD) (DESC APR 1970)

The Property Administrator will be the Commanding Officer at the location at which services required hereunder are performed.

(DESC 52.242-9F60)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

G9.09 Cont'd.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

G16 SUBMISSION OF INVOICES FOR PAYMENT (AARD) (DESC AUG 1999)

Contractor's invoices, in quadruplicate, stating the gallonage handled and truck movements made during the month for which reimbursement is due, shall be submitted monthly to the Station Commanding Officer or his designee for certification. A separate invoice should be submitted detailing augmentation hours worked in accordance with the Statement of Services and Schedule of Work. Invoices shall be accompanied by such forms as are prescribed by the Commanding Officer under this contract.

(DESC 52.232-9FE1)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H11 GUARD SERVICE (DESC MAR 1982)**

(a) In the event the Government requires guard service and/or other protective services or facilities not otherwise provided by the Contractor pursuant to the terms of this contract, the Government shall have the right--

(1) To provide such service; or

(2) To require the Contractor to provide such guard service; and/or

(3) To require the Contractor to provide such other protective services or facilities.

(b) The actual cost of providing said services or facilities under (2) and/or (3) above will be for the account of the Government and will be recognized by a modification to this contract.

(DESC 52.211-9FK1)

H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report--

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(DFARS 252.245-7001)

H51.01 INSURANCE REQUIREMENTS (AARD) (DESC MAR 1990)

(a) The General Liability Workmen's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

GENERAL LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$500,000 per person
 Property Damage.....AT LEAST \$ 50,000 per accident
 Workmen's Compensation.....AT LEAST \$100,000 except in states
 with exclusive monopolistic funds which do not permit the writing of workmen's compensation by

private

carriers (Nevada, North Dakota, Ohio, Oregon, Washington, West Virginia, and Wyoming).

AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$200,000 per person
 AT LEAST \$500,000 per accident
 Property Damage.....AT LEAST \$ 20,000 per accident

(b) Within 30 days from the date of award, or upon request by the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F10)

SECTION I - CONTRACT CLAUSES

THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

(DFARS 252.204-7004)

11.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
 FAR/DFARS: <http://www-far.npr.gov>
 DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(FAR 52.252-2)

1103.01 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor **DOSS AVIATION, INC** and the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, SERVICE CONTRACT ACT OF 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(FAR 52.222-47)

1113 GOVERNMENT USE OF CONTRACTOR-OWNED EQUIPMENT (DESC MAY 1982)

If for any reason the Contractor's right to perform the services required by this contract is terminated, the Contractor agrees that the Government shall have the right to use and operate any or all of the Contractor's equipment for a period not to exceed 120 days for the purpose of servicing aircraft. Contractor shall be paid for the use of equipment at the rate of \$30.00 per day per refueler/defueler/oiler used. The Contractor shall be responsible for removing such equipment at no cost to the Government when notified by the Contracting Officer.

(DESC 52.211-9F90)

1116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

1122 USE OF FACILITIES (DESC APR 1984)

(a) The Contractor shall not use the facilities (defined in FAR Part 45) for any purpose other than that required for the performance of this contract.

(b) The Contractor shall not be required to pay rental for the use of the facilities for the performance of this contract. The Contractor shall not include any amount on account of rental of the facilities as an element of price or cost under this contract. The Contractor further agrees and represents that in no event will it include any amount or allowance for amortization, depreciation, or obsolescence of the facilities as an element of cost or price under any contract with the Government or any subcontract thereunder.

(c) The Government shall not be liable to the Contractor for damage or loss of profit by reason of nondelivery or of any delay in the delivery of any of the facilities. In any such case, the Contracting Officer shall equitably adjust the performance dates or contract price, or both, and any other contract provisions affected by the nondelivery or delay in accordance with the procedures provided for in the CHANGES clause of this contract.

(DESC 52.245-9F10)

1123 TITLE TO FACILITIES (DESC JUL 1991)

(a) Title to the facilities, including any additions or replacements thereto, furnished by the Government shall at all times remain with the Government.

(b) Title to all repairs, replacement parts, or accessories furnished and affixed to the facilities by the Contractor in performing maintenance hereunder shall vest in the Government.

(DESC 52.245-9F15)

1130 RISK OF LOSS OR DAMAGE TO GOVERNMENT-OWNED AND/OR CHARTERED AIRCRAFT (DESC APR 1968)

(a) The Contractor shall not be liable for loss of or damage to Government-owned and/or chartered aircraft arising out of or in any way connected with the Contractor's performance under this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage including expenses incidental thereto--

(1) That results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or directions of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operations pertaining to performance hereunder; or

(2) That results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, and the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(b) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to such Government-owned and/or chartered aircraft, it shall reimburse the Government in the amount thereof. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F20)

1209.02 EXTENSION PROVISION (DESC OCT 1984)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extension may be furnished any time prior to the expiration of this contract or any extension thereof. The foregoing extensions may be exercised by the Government (a) where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until the succeeding Contractor is positioned to commence performance, (b) where the Government decides that follow-on services will be performed by the Government, rather than a commercial Contractor, or (c) where the Government terminates for default a contract for follow-on services prior to the commencement of services to have been provided thereunder.

(DESC 52.217-9F35)

1211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from December 1, 2003 through November 30, 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

1238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) EVALUATION PREFERENCE.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

SECTION I	FAR CLAUSE	CONTRACT CLAUSES INCORPORATED BY REFERENCE
I1	52-202-1	DEFINITIONS
I1.01-9	52.202-9F30	DEFINITIONS (CONT'D)(AARD/TESTING)
I1.02	52.253-1	COMPUTER GENERATED FORMS
I1.06	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT
I1.09	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
I1.22	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
I1.22-1	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
I1.24	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
I2	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT.
I2.01	52.243-11	CHANGES-FIXED PRICE (ALT I)
I3	52.232-11	EXTRAS
I3.01	52.232-25	PROMPT PAYMENT
I4	52.232-8	DISCOUNTS FOR PROMPT PAYMENT
I7	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER.
I8.02	52.232-23	ASSIGNMENT OF CLAIMS (ALT I)
I11.03	52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)
I11.04	52.242-13	BANKRUPTCY
I12.01	52.233-1	DISPUTES
I12.03	52.232-3	PROTEST AFTER AWARD
I16.01	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
I18	52.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT
I18.02	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (DEVIATION).
I18.03	52.222-26	EQUAL OPPORTUNITY (DEVIATION).
I18.06	252.203-7002	DISPLAY OF DOD HOTLINE POSTER
I20	52.203-5	COVENANT AGAINST CONTINGENT FEES
I24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
I25	52.227-1	AUTHORIZATION AND CONSENT
I27	52.203-3	GRATUITIES
I28.16	52.229-3	FEDERAL, STATE, AND LOCAL TAXES

SECTION I	FAR CLAUSE	CONTRACT CLAUSES
I32	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS
I33	52.232-17	INTEREST
I36	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
I43.01	52.246-25	LIMITATION OF LIABILITY - SERVICES
I86	52.216-19	ORDER LIMITATIONS
I90	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
I94.01	52.215-11	PRICE REDUCTION FOR COST OR PRICING DATA-MODIFICATIONS
I95	52.215-2	AUDIT AND RECORDS - NEGOTIATION
I96.02	252.215-7000	PRICING ADJUSTMENTS
I97.02	2.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS
I98	52.209-6	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
I100	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED
I102	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
I102.02	52.222-9F10	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PAYROLL TAX ADJUSTMENT
I102.04	52.223-6	DRUG-FREE WORKPLACE
I114	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
I117	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
I121	52.211-9F85	CUSTODY OF PETROLEUM PRODUCT
I124	52.245-8	LIABILITY FOR THE FACILITIES (DEVIATION).
I129	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES
I131	52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
I132.02	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
I147	52.247-9FP5	DEMURRAGE
I168	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
I169	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAME ERA
I170	52.219-8	UTILIZATIN OF SMALL BUSINESS CONCERNS
I171	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
I171.01	52.219-9	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1)
I171.01-1	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
I171.01-2	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN /ALTII

SECTION I	FAR CLAUSE	CONTRACT CLAUSES
I171.03	252.219-7003	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)
I176	42.230-2	COST ACCOUNTING STANDARDS
I176.05	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS
I181	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
I190.05	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
I225	52.232-1	PAYMENTS
I227	52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
I229	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
I251	52.203-7	ANTI-KICKBACK PROCEDURES
I255	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
I229	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
I251	52.203-7	ANTI-KICKBACK PROCEDURES
I255	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
I285	52.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

SECTION J - LIST OF ATTACHMENTS

FORM
DD1707
SF33

TITLE
INFORMATION TO OFFERORS OR QUOTERS
SOLICITATION, OFFER AND AWARD
COLLECTIVE BARGAINING AGREEMENT
INTERNATIONAL ASSOC. OF MACHINISTS AND
AEROSPACE WORKERS
OFFEROR SUBMISSION PACKAGE

LOCATION
COVER SHEET
PAGE 1

ATTACHMENT 1
ATTACHMENT 2

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 484220.
 (2) The small business size standard is \$21.5.
 (3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) REPRESENTATIONS.

- (1) The offeror represents as part of its offer that it--

☐ is,
☐ is not

a small business concern.

- (2) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is,
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

☐ is,
☐ is not

a women-owned small business concern.

- (4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is
☐ is not

a veteran-owned small business concern.

- (5) **(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is
☐ is not

a service-disabled veteran-owned small business concern.

K1.01-11 Cont'd.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It--

☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is
☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

K1.01-11 Cont'd.

- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(c) **DEFINITIONS.** As used in this provision--(1) **Service-disabled veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) **Veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(5) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) **NOTICE.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

K7 Cont'd.☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
 _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION.** **Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

(FAR 52.204-5)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**(a) DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) Significant interest, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K88 TAXPAYER IDENTIFICATION (OCT 1998)**(a) DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

K88 Cont'd.**(e) TYPE OF ORGANIZATION.**

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that--
 (i) The offeror and/or any of its Principals--

- (A) ☐ are,
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

[This paragraph (B) language is stayed indefinitely. Please use paragraph (D) below.]

- (B) ☐ have,
☐ have not

within **the** three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

[This paragraph (C) language is stayed indefinitely. Please use paragraph (E) below.]

- (C) ☐ are,
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

- (D) ☐ have,
☐ have not

K94 Cont'd.

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (E) ☐ are,
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

[This subparagraph (a)(1)(ii) is stayed indefinitely.]

(ii) (A) The offeror, aside from the offenses enumerated in subdivisions (a)(1)(i)(A), (B), and (C) of this provision—

- ☐ has,
☐ has not

within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

- (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a

willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

- ☐ has,
☐ has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

K94 Cont'd.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (FEB 2000/OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing or written** means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) **Submission, modification, revision, and withdrawal of proposals.**

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

L2.05-8 Cont'd.

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(c) It is the only proposal received.

It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART -- FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF -- OR IN CONNECTION WITH -- THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

(2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

L2.05-8 Cont'd.**(f) CONTRACT AWARD.**

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(FAR 52.215-1/Alt I)

L2.06 EVIDENCE OF RESPONSIBILITY (AARD) (DESC NOV 1989)

- (a) Each offeror must show evidence of a capability to provide the mandatory requirements set forth in the statement of work and elsewhere in this solicitation.
- (b) A review board composed of one or more Government personnel will thoroughly review the adequacy of the proposal. Proposals will be categorized, following evaluation, as--
 - (1) Acceptable as submitted.
 - (2) Marginal (Reasonably susceptible to being made acceptable by submissions of clarifying or supplemental information which does not basically change the proposal as submitted).
 - (3) Not acceptable.
- (c) Upon final determination that a proposal is "not acceptable," the Contracting Officer shall promptly notify the firm submitting the proposal that it will not be considered and shall indicate, in general terms, the basis for the determination.
- (d) The Contracting Officer may request offerors of marginal proposals to submit additional information by identifying areas requiring clarification. In initiating a request for more information, the Contracting Officer shall set an appropriate time for submission of such information as part of the proposal. If additional information incorporated as part of the proposal within this time establishes that the proposal is acceptable, it shall be so categorized. Otherwise, the proposal shall be deemed unacceptable.

(DESC 52.209-9F10)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>
FAR/DFARS: <http://www-far.npr.gov/>
DLAD: <http://www.procregs.hq.dla.mil/>

(FAR 52.252-1)

L2.31 PROPOSAL FORMAT AND CONTENT (NAVY) (DESC FEB 2002)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire four-year contract period will not be considered.

(a) PRICE PROPOSAL.

(1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) TECHNICAL PROPOSAL.

(1) The offeror will submit the original and 3 copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. Without simply mirroring the content of the PWS, the offeror will provide a concept as to how the workload for the location in question will be accomplished. Within the limits outlined below, the technical proposal should be specific, complete in every detail, and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and equipment sale/lease agreements, **will not exceed 25 pages**.

(2) **SPECIFIC INSTRUCTIONS.** Technical proposals should address the following subjects, which will be evaluated to determine technical scores:

(i) OPERATIONAL CAPABILITY.

(A) The offeror must provide a complete description of the equipment to be provided as follows:

(a) **PRIME MOVER/TRACTOR.** List prime movers/tractors by make, model or series, model year, gross vehicle working rate (GVWR), by axle and total, and the condition of the unit;

(b) **CARGO TANK.** List cargo tanks(s) by manufacturer, model or model number, the year originally built and certified, and, applicable, the date refurbished stretched, or rebarreled. Also, provide the MC/DOT specification, the capacity as reflected by the tank data plate, and the condition of the tank.

(c) **PUMPING SYSTEM.** Show the manufacturer of the system, use "local" if built by the offeror, the year originally built and refurbished, the year installed, and whether the components are new/used or a combination thereof.

(d) **OWNERSHIP.** If the equipment offered is not owned by the offeror, a sale or lease agreement must be submitted. This agreement must show the number and description of the trucks, tractors, trailers being provided, and that all parties have agreed to a delivery date, price, and terms of payment. A conditional agreement is acceptable. Any other equipment to be provided should also be described.

(B) The offeror will submit a detailed manning plan. Using a 24-hour (across) by 7-day (down) template, provide a typical week/weekend workforce schedule for all positions showing all labor classifications and titles, including managers.

L2.31 Cont'd.

(C) Each offeror will also submit a summary Contract Compliance Plan and a summary Training Plan (each no longer than 2 pages). In addition, a list of key personnel, the Corporate Executive Officer, the On-Site Manager, and the Assistant Manager, if applicable, and their résumés in the following format, will be provided::

- (a) Name.
- (b) Current position.
- (c) Current employer.

(d) An employment history of the positions held and the period of employment, the employer, and a brief description of the responsibilities for the position. All military experience claimed shall treat each tour as a separate employer. Time frames/title(s)/responsibilities for military experience shall be provided as discussed above.

(ii) **PAST PERFORMANCE.**

(A) **EXPERIENCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DESC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:

- (a) Name of contracting activity;
- (b) Contract number;
- (c) Contract type and dollar value;
- (d) Brief description of the work (if the offeror is a large business, include a description of any subcontracting); and

(e) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

(B) The offeror should provide information on any significant problems encountered and corrective actions taken.

(DESC 52.215-9F95)

L5 SERVICE OF PROTEST (AUG 1996)

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

(FAR 52.233-2)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179
FACSIMILE: (215) 697-1462.

(FAR 52.211-2)

L23 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(DFARS 252.209-7003)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(FAR 52.216-1)

L82 WAGE DETERMINATION (DESC JAN 1986)

This procurement is subject to Wage Determination Number 2002-0014 (Rev. 1) dated Jan 24, 2002 as determined by the Administrator, Wage and Hour Public Contracts Division, U.S. Department of Labor. Register of Wage Determination and Fringe Benefits under the McNamara-O'Hara Service Contract Act is attached and made a part of this solicitation.

(DESC 52.222-9F10)

L87.06 CONDITIONS FOR MULTIYEAR OFFERS (DESC APR 2001)

- (a) Offerors must submit a price for the total multiyear requirements. Offers for less than the multiyear requirements will not be considered for award, except for items specifically designated as one-year requirements.
- (b) An offered price on a multiyear line item shall apply to the entire period of the multiyear requirement.
- (c) Award will not be made for less than the multiyear requirements, except for those items designated as one-year requirements.

(DESC 52.207-9FA5)

L196 PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)

A Preproposal Conference, in conjunction with the site visit, will be held on January 7, 2003 commencing at 0900 a.m. at the NAS Kingsville, Texas. Contractors are requested to submit by letter, telephone, or wire the name(s) of the individual(s) who plan to attend, on or before January 2 2003.

(DESC 52.215-9F15)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offers that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M - EVALUATION FACTORS FOR AWARD**M7 SOCIOECONOMIC EVALUATION (DESC DEC 2001)**

The relative merits of the Socioeconomic Proposal will be evaluated based on the degree to which an offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

NOTE: The offeror's proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and HBCUs/MIs will be part of past performance evaluation.

(DESC 52.215-9FB6)

M28 EVALUATION OF OFFERS (DESC FEB 2002)

(a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, price and technical merit are equal in importance. However, as proposals become more equal in their technical merit, the price becomes more important.

(i) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the four-year period of performance.

M28 Cont'd.

(ii) **NONPRICE EVALUATION.** Proposals will be rated and ranked against the evaluation factors listed below. Factors 1 and 2 are equal in importance and significantly more important than Factor 3. Subfactors A and B under Factor 1 are equal in importance.

FACTOR 1	TECHNICAL PROPOSAL
Subfactor A	Number, size, age, condition, and quality of trucks and other equipment to be provided.
Subfactor B	Demonstration of understanding the operational requirements, including the adequacy of the manning plan to meet the requirements.
FACTOR 2	PAST PERFORMANCE
	The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.
	A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.
FACTOR 3	SOCIOECONOMIC SUBCONTRACTING
	The Government will evaluate the offeror's commitment to subcontracting with small, small disadvantaged and women-owned small businesses, or historically black colleges/universities or minority institutions on this contract.

(c) After each evaluation, each of the factors described in (b)(ii) above will be given one of the following ratings:

- (1) Exceptional.
- (2) Very Good.
- (3) Satisfactory.
- (4) Marginal.
- (5) Unsatisfactory.

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

(DESC 52.209-9F95)

M28.01 BASIS FOR AWARD (DESC AUG 1989)

Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation will be evaluated by a board of one or more Government personnel, with selection of the Contractor made on the basis of an overall assessment of each offeror's ability to satisfy the requirements of the solicitation. Final selection of the Contractor will be made by the Source Selection Authority (SSA). This overall assessment will include evaluation of general considerations as well as the result of the evaluation of technical and price proposals, recognizing that subjective judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. Examples of general considerations include proposed contractual terms and conditions, and results of a preaward survey. The Government reserves the right to award to other than the lowest evaluated offeror. The SSA will make a determination of the overall merit of each proposal in terms of its potential to satisfy the needs of DESC.

(DESC 52.209-9F30)

SECTION C



PERFORMANCE WORK STATEMENT (PWS)

for

AIRCRAFT/GROUND FUEL SERVICES

and

FUEL STORAGE AND DISTRIBUTION

under

SOLICITATION SP0600-03-R-0003

NAVAL AIR STATION

KINGSVILLE, TX 78363-5017

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C-1.0 GENERAL

C-1.1 Description

C-1.1.1 Responsibilities: This Performance Work Statement (PWS) is established to identify Contractor responsibilities to maintain and operate Government owned fuel facilities and equipment at **Naval Air Station (NAS) Kingsville, TX**, hereafter referred to as **NAS Kingsville**. Furthermore, this PWS establishes the Contractor's responsibility to furnish, maintain, and operate mobile fuel servicing equipment required and necessary to support the facilities, equipment, vehicles, and aircraft assigned to and as may transit, deploy to, or exercise from NAS Kingsville. In addition, aviation and ground fuel support services at **Naval Auxiliary Landing Field (NALF) Orange Grove, TX**, hereafter referred to as **NALF Orange Grove**, are outlined. All requirements, specifications, standards, policies, and doctrine identified herein and applicable to NAS Kingsville also apply to the fuel support mission at NALF Orange Grove.

C-1.1.2 Facilities: The NAS Kingsville fuel facility is a system consisting of four 14200 barrel cut-and-cover jet fuel tanks, a 13400 barrel aboveground jet fuel tank, truck and pipeline receipt facilities, and a four lane truck fillstand facility. The system is supplied by commercial tank truck; however, the capability to receive by pipeline does exist. The receipt headers, the bulk storage office and fuel laboratory are located at building 1763A. The dispatch center, the driver's ready room, the site manger office, and the Government administrative offices are located in building 4777. The Contractor's maintenance area, buildings 759A and 759B, are located in the truck parking area, which is at the rear of building 4777.

C-1.1.3 Outlying Facilities: NALF Orange Grove, an auxiliary landing field used primarily for touch-and-go operations or "carrier qualifications" and a diversionary landing field, lies approximately 35 miles to the north of NAS Kingsville off State Road 281 near Alice, TX. Fuel storage and distribution consisting of three 660-barrel underground tanks, a single truck receipt header, and a truck fillstand facility. A single contractor own/operated 8000-gallon jet fuel servicing truck provides service to aircraft. Product is delivered by commercial tank truck in 7800-gallon increments. JP8 is also transfer to a small Air Operations controlled service tank using the assigned refueler. The driver/operators assigned to NALF Orange Grove work out of a small shared administrative space in building 20.

C-1.2 Mission

C-1.2.1 Mission Support Functions: NAS Kingsville and its outlying field are pilot training facilities. In support of the training mission, the Contractor shall be responsible for the following fuels management functions.



T-45 Goshawk, the primary airframe assigned to NAS Kingsville.

- ✓ Bulk product, aviation/ground fuel receipt, storage, handling, and issue operations at NAS Kingsville and NALF Orange Grove (aviation only)
- ✓ Fuel services (issue and defuel) of aviation fuels to aircraft, ground support equipment, and facilities using mobile refuelers

- ✓ Product quality surveillance, sampling and visual examination of samples to the extent required to maintain trucks ready for operations. Samples requiring analysis are forwarded to the Government fuel laboratory
- ✓ Fuel accounting and administrative functions to the extent that workload data to input into the FAS and complete documents are forwarded to the Government accounting office
- ✓ All associated inspections, preventive maintenance (PM), and operator maintenance applicable to the petroleum systems and documentation of all inspections, PM, maintenance, and repair actions. These actions may include the installation, administration, and upkeep of an automated preventive maintenance program and other software as may be specified herein.

C-1.2.2 Mission Support Responsibility: The receipt, handling, and delivery of petroleum products to units assigned to or as may transit, deploy to, or take part in exercises at NAS Kingsville shall be the responsibility of the Contractor. The Contractor shall also provide fuel support as outlined within the terms, specifications, and conditions of this PWS at NALF Orange Grove.

C-1.3 Contract Performance

C-1.3.1 Performance: The Contractor shall perform the tasks identified herein and achieve the performance standards outlined for each task. The Contractor shall, as outlined in [Section C-1.4, Detailed Plans](#), submit detailed plans that demonstrate its capability to meet all performance standards and comply with all applicable Federal, state, and local laws, DOD instructions and regulations, and station instructions and guidelines. Except as may be specified herein, the Contractor shall be responsible for obtaining computer access to or obtaining copies of all Federal and state laws, regulations, codes, and commercial/civil guidelines, including changes thereto, that are required and necessary to the performance of this contract. As noted in [Appendix D](#), the contracting activity will provide a single copy of applicable DOD, Service, and local instructions required under this contract.

C-1.3.2 Drug Free Workplace: As outlined in *Section I, Clause I102.04, Drug-Free Workplace*, the Contractor shall endeavor to maintain a drug-free workplace through the implementation of the steps outlined within the aforementioned reference.

C-1.3.3 Surveys: In addition to the documentation generated under the Quality Surveillance Program (QSP), [Appendix F](#), the Government may perform customer satisfaction surveys, which may be used as part of the assessment of contract performance. The COR has the option to increase the frequency of surveys to address contract compliance issues as needed.

C-1.4 Detailed Plans

C-1.4.1 General: As specified herein, the Contractor shall submit detailed plans to the Government for review and acceptance. The required plans shall address the full range of fuel management related issues that apply to the contracted functions at NAS Kingsville and NALF Orange Grove. All plans are considered dynamic documents that may require review and updating over the course of the contract. Plans to be submitted within 60 days of contract award provide the contracted activity time to review the documents and recommend changes prior to the contract start date. For those plans not required until after the contract start date, the Contractor shall comply with existing Government practices and procedures during the initial performance period. The ***bold Italics*** comments of the following paragraphs specify when each plan or a summary thereof is due and to whom it will be submitted. ***See Section L, Instructions, Conditions, and Notices to Offers or Quoters, Clause L2.31, regarding the submission of summary plans for technical evaluation.***

C-1.4.2 Contract Compliance Plan: Pursuit to the provisions of *Section E, Inspection and Acceptance, Clause E5.03*, the Contractor shall provide a comprehensive and detailed plan that will ensure contract compliance. The plan, an internal, self-inspection system acceptable to the Government, shall addresses methods for meeting the performance standards established within [Section C-2.0](#). ***The complete Contract Compliance Plan shall be submitted to the contracted activity within 60 days of the contract start date.***

C-1.4.3 Product Quality Surveillance Plan: A comprehensive plan to ensure that products placed in the care of the Contractor are properly handled, remains on-specification, and are ready for issue. The plan shall include policy and procedure regarding sampling, testing at the level applicable to the specified fuel laboratory, laboratory equipment, documentation of tests, reports and records keeping, and actions to be taken in case of unacceptable test results. The plan shall fully outline Contractor responsibilities for quality surveillance under [Section C-2.10](#). *The Product Quality Surveillance Plan shall be submitted to the contracted activity within 60 days of contract award.*

C-1.4.4 Environmental Protection Plan: Based on the requirements of [Section C-2.15](#), the Contractor shall submit a comprehensive and detailed plan outlining procedures necessary to protect the environment in accordance with all applicable DOD, USN regulations, and local laws. *The Environmental Protection Plan shall be submitted to the contracted activity within 60 days of contract award.*

C-1.4.5 Contract Contingency Plan: The Contract Contingency Plan shall outline Contractor actions to ensure there are no significant interruption of services resulting from labor disputes, catastrophic failure of equipment, or the effects of national disasters/emergencies within the Contractor's control. The plan shall provide specific details regarding labor issues as may result from potential strike actions, military contingency and war time manning requirements, subcontracting as may be required to meet manning requirements, and the replacement of equipment anticipated to be out of service for more than 72 hours. The Contractor shall be responsible for repairing or replacing inoperable equipment or obtaining additional equipment and manpower required to carry out day-to-day and contingency operations. Upgrading or modifying equipment to meet specific off station and public, over-the-road requirements, licensing or obtaining permits for equipment and personnel to operate on public roads, and adherence to insurance requirements shall be the responsibility of the Contractor. *The Contract Contingency Plan shall be submitted to the contracted activity within 60 days of contract award and shall be fully implemented at contract start up.*

C-1.4.6 Maintenance Plan: As outlined in [Section I, Contract Clauses, Clause I114, Government Property](#) and [Section C-2.12](#), the Contractor shall establish and maintain a plan for the use, maintenance, repair, protection and preservation of the Government property identified herein. The Maintenance Plan, to include the installation and use of a Contractor furnished computer base preventive maintenance program, shall clearly outline the procedures for planning, programming, accomplishing, and documenting preventive maintenance. Repairs to equipment and facilities as may be directed under [Section C-4.2](#), Services Requiring a Task Order, shall also be covered. On acceptance, the plan shall be incorporated into the contract. The COR will review the plan as necessary during the term of the contract and communicate any need for changes to the Contractor through the Contracting Officer. *The Maintenance Plan, to include a draft copy of listings and reports to be generated by the computer based preventive maintenance program, shall be submitted to the contracted activity within 60 days of contract award.* The Contractor provided/installed PM program software will become Government property on termination of the contract. All PM reports, listings, and records generated will become Government property at the time they are generated.

C-1.4.7 Operations Plan: The Operations Plan is a comprehensive and detailed set of procedures systematically outlining all aspects and requirements, including emergency operating and shutdown procedures and staffing plans, for the tasks specified in [Section C-2.0](#). *The Operations Plan shall be submitted to the contracted activity within 60 days of the start of the performance period.*

C-1.4.8 Inventory Control and Accountability Plan: A comprehensive and detailed plan to ensure Contractor compliance with the inventory and reporting requirements of [DOD 4140.25M, DOD Management of Bulk Petroleum Products, Natural Gas, and Coal](#). Contractor performance with regard to the Fuels Automated System (FAS) and other fuel accounting issues as outlined in [Section C-2.9](#) shall also be covered. *The Inventory Control and Accountability Plan shall be submitted to the contracted activity within 60 days of the start of the contract.*

C-1.4.9 Fuel Safety Plan: As reflected in [Section C-2.14](#), the contractor shall provide a detailed plan outlining product handling characteristic and the procedures necessary to maintain a safe working environment. The plan, a compendium of references, local laws, and regulations applicable to the products stored and handled, Material Safety Data Sheets, and guidelines regarding the handling of such products shall be maintained and updated over the course of the contract. *The Fuel Safety Plan shall be submitted to the contracted activity within 60 days after contract award.*

C-1.4.10 Security Plan: A detailed plan as summarized in [Section C.2.15](#) shall clearly identify Contractor responsibility for maintaining the security of Government facilities, equipment, and materials, as well as any Contractor furnished equipment, tools, and materials. *The Security Plan shall be submitted to the contracted activity within 60 days after contract award.*

C-1.4.11 Training Plan: The Contractor shall publish a comprehensive plan outlining training requirements and objectives, see [Section C-2.13](#). It shall list course and subject titles, provide a brief description of the subject, identify training sources and the employees to be trained (by job classification), establish the frequency of training, and detail the method of monitoring plan compliance. Training required by state and local governments, i.e., Marine Terminal Operator, shall also be included. *See Section L, Instructions, Conditions, and Notices to Offers or Quoters, Clause L2.31, regarding the submission of a summary Training Plan. The complete training plan shall be provided to the contracted activity during the contract turnover.*

C-1.5 Contract Turnover

C-1.5.1 Assistance: In the event of a Contractor change and contract turnover, the successor Contractor shall, during the last 72 hours of the expiring contract, be provided assistance by the outgoing Contractor and the COR in accomplishing a joint facilities turnover inspection. The inspection shall provide for a facilities walk-through and property inventory (validation/update of [Appendixes A](#) and [B](#)), product sampling and testing, and a complete product inventory.

C-1.5.2 Access: On contract award, the successor contractor shall be granted access to the base and all contracted facilities to survey those facilities and observe operations necessary to the drafting of the detailed plans required under [Section C-1.4](#) above. During the last two weeks of the expiring contract, the outgoing Contractor shall permit personnel of the successor Contractor access to all contracted facilities to observe operations.

C-1.6 Planning Information

C-1.6.1 Workload. Based on the workload data provided herein, the Contractor should plan to issue approximately **745,000 gallons** of jet fuel to some **2200 aircraft** per month at NAS Kingsville; however, workload surges of **1,200,000 gallons** (July 1998) to as many as **2800 aircraft** (March 1999) have occurred. Furthermore, a relatively stable workload of **41,000 gallons** of jet fuel to **120 aircraft** per month is the average at NALF Orange Grove; however, as much as **86,000 gallons** (March 1998) of jet fuel has been issued to as many as **314 aircraft** (August 1999) in a month. Workload information for specific fuel services, i.e., receipts of products, ground fuel deliveries, and other workload factors, are quantified in the workload tables of [Section C-2.0, Specific Tasks](#). In addition, the exhibits to this PWS provide a more detailed view of jet fuel receipts and issues, and fuel services by truck in terms of total services and average daily workload. It is historic information provided to serve as the planning baseline for the fuel services functions. Based on the historic information provided, real time flight operations schedules, aircraft/squadron deployment, recovery, and exercise schedules, and air show/public exhibit schedules provided by the base, the Contractor shall be responsible for adjusting personnel and equipment levels to meet day-to-day workload requirements, planned exercises, and other real time workload variances that affect fuel services operations. As an aid to the Contractor, the contracted activity will, to the extent possible and practical, identify all known and scheduled events the contractor will be responsible for supporting and provide the Contractor schedules, correspondence, and message traffic regarding all such events.

C-1.6.2 Outlook. Discussions with Air Operations and Fuels Management regarding the current and future mission of NAS Kingsville and NALF Orange Grove indicate approximately 15 additional T-45 airframes will be assigned to NAS Kingsville over the course of this contract period. The addition of these aircraft is not seen as a substantial increase in fuel services workload at NAS Kingsville. With regard to NALF Orange Grove, the addition of aircraft parking area is seen as a precursor to increased activity there, i.e., increased transient T-34 and T-44 traffic from NAS Corpus Christi. However, the extent of that increase is unknown as yet. This statements and outlook do not preclude future fundamental changes in mission, flight-training schedules, and assigned units as may be undertaken by the Department of Defense, the Navy, or other agencies that may be tasked to operated from NAS Kingsville. The Contractor will be notified as the requirement for long-term changes are made known and contract adjustments are deemed appropriate.

C-1.7 Operating Hours

C-1.7.1 Contractor Coverage: As published in the Flight Information Supplement (FLIP), normal airfield operating hours for NAS Kingsville are 0700 to 2300 Monday through Thursday, 0700 to 1900 hours Friday, and 1400 to 2100 Sunday. The airfield is normally closed on Saturdays and Federal holidays. Normal airfield operating hours for NALF Orange Grove are 0730 to 1530 Monday through Thursday and 0730 to 1330 on Fridays. NALF Orange Grove is normally closed Saturdays, Sundays, and all Federal holidays. The Contractor shall provide fuel support services for the aforementioned hours, or as specified in [Table 1, Hours of Operation](#), which ever is more demanding, within the response times established in [Section C-2.2.2.2, Response](#). However, the Contractor shall be fully capable of responding to demands for all fuel support and services at either location, anytime, 24 hours per day, year-round.

NOTE

As used above, “shall be fully capable of,” should not be construed to mean or imply a requirement for full time staffing outside normal airfield operating hours or those hours specified in [Table 1, Hours of Operation](#), below. See the note following [Section C-2.2.2.2, Response](#).

C-1.7.2 Labor Categories: Offers shall include all labor associated with all specified operations in the price for the appropriate Contract Line Item Number (CLIN). Work that is considered outside of normal operating hours, i.e., the servicing of aircraft outside the hours specified in [Table 1, Hours of Operation](#), and deemed necessary by the local command or real time contingencies, will be reimbursable as outlined in [Section C-4.3, Augmentation](#). The Government will reimburse the contractor only for approved augmentation worked by “service personnel,” as described in [Section C-1.9.2, Service Personnel](#). Essential personnel as listed in [Section C-1.9.1, Essential Personnel](#), are a part of the Contractor’s Management Team and shall not be considered to be “service personnel” as defined by [Section I, Clause I100, Service Contract Act of 1965](#), as amended.

C-1.7.3 Hours of Operation: The following is a table of petroleum functions for which the Contractor shall be responsible. The table clearly specifies the days of the week and hours of the day each function shall be manned with qualified personnel and fully capable of accomplishing the assigned workload and/or performing common operator tasks necessary to assist other persons or parties that may be tasked to survey, inspect, monitor, adjust, refurbish, repair, or replace the equipment, systems, or facilities applicable to a function. Tasks commonly associated with a given function, tank truck receipts at storage for example, will normally be accomplished within the hours specified. Empty cells indicate that a function is not normally manned for the day(s) indicated by the column heading.

NOTE

The following table defines the time/hours of operation for which the Contractor shall be responsible for providing immediate fuel support, not the level of manning required to satisfy that support requirement.

Table 1 Hours of Operation

Function ⁽¹⁾	Monday-Friday	Saturday	Sunday/Holidays
Site Manager (SM)	Duties as Required		
Assistant Site Manager (ASM)	Duties as Required		
Aircraft Fuel Servicing ⁽²⁾ (D/SO)	0000-2400	As Required ⁽³⁾	1400-2100 ⁽⁴⁾
Ground Fuel Delivery ⁽⁵⁾ (D/SO)	0730-1600		
Fuel Dispatch (D/CO)	0700-2300 ⁽⁶⁾		
Bulk Fuel Storage ⁽⁷⁾ (FDSO/FDSM)	0700-1600		
Aircraft Fuel Servicing Ops, NALF Orange Grove ⁽⁸⁾ (D/SO)	0800-1630		

- (1) The entry following the functional description is the code for the employee/worker that would normally fill the position applicable to that function. See [Section C-1.9.1, Essential Personnel](#), and [Section C-1.9.2, Service Personnel](#). An indented line of activity indicates it is or may be a collateral duty of the preceding line. The specific time segments, i.e., Ground Fuel Delivery, Monday-Friday, 0730-1600, are provided for basic planning purposes and should not be construed to mean or imply that the function is undertaken only for the specified time indicated. As noted in [Section C-1.7.1, Contract Coverage](#), "the Contractor shall be fully capable of responding to demands for all fuel support and services anytime, 24 hours per day, year-round."
- (2) Includes all mobile (truck) hot and cold refueling/defueling of aircraft and support equipment. Personnel assigned may include drivers, system operators, a mechanic, and other skilled personnel required and necessary to satisfy aircraft fuel servicing demands and other collateral duties identified herein.
- (3) Should they occur, requests for aircraft fuel services on Saturday shall be met within two hours window established in [Section C-2.2.2.2, Response](#), and the note thereto.
- (4) The Contractor shall provide Sunday/Holiday fuel support for the hours outlined above or as dictated by CNATRA Det., Maintenance Contracts, during the Tuesday maintenance meeting. Normally, the Sunday/Holiday shift shall be manned on Sunday if Monday is a regular workday or Monday (the holiday) is the following day is a regular workday. For planning purposes, the Contractor may allocate six (6) hours to the Sunday/Holiday work schedule; however, the real time schedule is subject to change at any given time.
- (5) May be a collateral duty to the drivers that provide aircraft refueling support.
- (6) Driver/operators assigned to the 2300-0700-weekday shift and the weekend work periods shall maintain manual logs in sufficient detail to facilitate accurate FAS input of fuel services rendered. The FAS trained dispatcher/computer operator shall input workload data to FAS at the start of the next duty day.
- (7) To include manning as may be required to conduct end-of-month/year inventories that fall on a Saturday, Sunday, or a holiday.
- (8) Driver/operators assigned to NALF Orange Grove shall be multi-functional, capable of working product receipt and storage, quality control to the extent of taking samples for visual examination and forwarding to the Government fuel laboratory, refueler operations, inventory, and other fuel related duties as may be required to support the auxiliary field. Personnel assigned may be required to work flexible and offset shifts. For example, a two-man shift of 0700-1530 (first operator) and 0900-1730 (second operator) may be required to provide maximum fuel support coverable should extended hours of operation be required.

C-1.8 Staffing

C-1.8.1 General: The Contractor shall provide sufficient staffing to accomplish all petroleum receipt, storage, product handling, and issue operations, and all the related tasks identified in [Section C-2.0](#). The Contractor's staffing shall be flexible and fully capable of meeting the demands of multiple aircraft servicing operations via mobile refuelers. Furthermore, staffing to undertake bulk fuel storage and distribution, limited quality surveillance and accounting, and other related services as outlined herein shall be provided.

C-1.8.1.1 Knowledge and Skills: The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance standards for that task and comply with all applicable Federal and state laws, regulations, and code. All employees shall be able to read and understand English (be literate) to the extent they can understand and follow oral instructions/directions, read and understand instructions, directives, regulations, and operating procedures, detailed written orders, and training materials, and be capable of writing in English to compose reports that convey complete thoughts. All employees shall be capable of performing basic numeric operations (addition, subtraction, multiplication, and division) and the use of numbers as they relate to ledgers, logs, and forms, meters, gauges, and other measuring devices such as tapes, thermometers, and hydrometers.

C-1.8.1.2 Employment Standards: All Contractor employees and persons who may be hired to represent, perform on behalf of, or work under the cognizance of the Alongside Aircraft Refueling Contractor at NAS Kingsville shall comply with all Federal, DOD, Navy, and NAS Kingsville regulations, instructions, guidelines, and policy regarding employment at and entry to NAS Kingsville. The Contractor shall be responsible for keeping abreast of and ensuring employee adherence with the DOD and base regulations and policy relevant to the presents of employees on station and shall ensure that all such persons meet the requirements of employment and conform to the rules regarding, but not necessarily limited to, security, clearance and identification policy, vehicle registration and operation of a POV on station, medial assistance, exchange privileges, and other local rules, guidance, or prohibitions that may apply to their entrance to and employment on station.

C-1.9 Qualifications

C-1.9.1 Essential Personnel

C-1.9.1.1 General: Essential personnel, the corporate executive officer, site manager, and assistant site manager shall have the education, training, experience, and skills necessary to make decisions, direct personnel, and work with individuals at all levels and management and command.

C-1.9.1.2 Resumes: As outlined in *Section L, Instructions, Conditions, and Notices to Offers or Quotes, Clause L2.31*, a resume shall be submitted for essential personnel, the Corporate Executive Officer, the Site Manager, and the Assistant Site Manager (full or part time).

C-1.9.1.3 Corporate Executive Officer: To assure continuity between the contracted location/activity and corporate office, the Contractor shall employ an executive who, for the duration of the contract, can make decisions concerning this contract. He/she shall have a complete understanding of the terms and conditions of this contract and shall be experience in the operation and maintenance of fixed and mobile fuel systems to the extent outline herein.

C-1.9.1.4 Site Manager (SM): The Contractor shall employ a site manager. His/her experience shall have included the operation and maintenance of bulk fuel storage and distribution systems/facilities, mobile (aviation and ground fuel) and direct aviation fuel servicing equipment and facilities, service stations (manual and automated), the quality surveillance associated with all levels of aviation and ground fuel support, and fuel administration and accounting principles and practices. He/she shall have had a minimum of five (5) years experience in petroleum services operations. Two years of that experience shall have been supervisory gained within the five years immediately prior to the contract start date. That experience shall have been specialized supervisory training in bulk storage and fuel servicing operations with emphasis in equipment inspection, operation, maintenance, inventory management, and environmental compliance. Education, four years of college level courses in petroleum/industrial related fields may substitute for experience.

C-1.9.1.4.1 Collateral Duties: Other than those administrative duties commonly associated with and carried out by an individual in a management position, the site manager shall not have collateral duties nor shall the position be a collateral duty.

C-1.9.1.5 Assistant Site Manager (ASM): The Contractor shall employ an assistant site manager. The individual employed shall have a minimum of two years experiences. One year must be supervisory experience gained within five years immediately prior to contract start date. That experience must be specialized supervisory experience in bulk storage and mobile fuel servicing with emphasis on operations, equipment maintenance, and environmental compliance. Education may be substituted for experience. The minimum educational requirement is two years of college level courses in petroleum/industrial related fields.

C-1.9.1.5.1 Collateral Duties: The assistant site manager may have collateral duties, except that of a dispatcher, however, the position shall not be a collateral duty. Assistant managers elevated to the manager position, short or long term, shall meet the collateral duty restrictions of the manager position.

C-1.9.1.6 Replacement of Essential Personnel: Should it become necessary to replace an essential person, the Contractor shall, to the extent possible, provide the Government advance notice and a resume of the proposed candidate that supports the experience requirements listed above. In an emergency, the installation of new essential personnel shall be followed by a resume of the proposed candidate within 10 working days.

C-1.9.2 Service Personnel

C-1.9.2.1 General: The personnel/position descriptions sited within this section do not dictate or imply that all will be specified or required to staff the contracted activity for which this performance work statement is written. In general, they are statements regarding skill requirements that may be used to identify specific labor needs to man the functions outlined in [Table 1](#), Hours of Operation.

C-1.9.2.2 Skills and Licenses: The tasks outlined herein may require employees have special or specific skills, training, certifications, permits, or licenses. For instance, personnel may be required to operate a Contractor or Government furnished forklift or crane. The Contractor shall be fully responsible for evaluating facility, equipment, and task requirements and providing fully qualified personnel with the appropriate, licenses, permits, credentials, or training certificates needed to accomplish all tasks in accordance with all applicable DOD, USN and USMC, Federal, state, and local laws and regulations. Training certificates may be presented in lieu of licenses if no commercial equivalent license, i.e., forklift operator, exists.

Note

NAVFAC P-300, Transportation Management specifically forbids the issuance of an OF-346 (US Government Motor Vehicle Operator's Identification Card) or NAVFAC Form 11260/2 (Construction Equipment Operator's License) to contract personnel.

C-1.9.2.3 Dispatcher/Computer Operator IV (D/CO): Each Fuel Management dispatcher/computer operator, hereafter referred to as a "dispatcher," shall be computer literate. He/she shall possess sufficient computer skills to use client/server applications in a Microsoft Windows NT environment. Those skills shall include the ability to logon; shutdown; initiate modems; manipulate files; install applications; send and receive email; and to use web browsers to send and receive information. He/she shall also be familiar with the use of Microsoft standard office products such as Word and Excel, other commercial off the shelf applications and utilities; and custom software as may be required to ensure that daily fuel operations are conducted in an effective and efficient manner.

C-1.9.2.3.1 Qualifications: Dispatchers shall be skilled in the use of the DESC Fuels Automated System (FAS). Those skills shall include the use of the real time dispatch system, the manipulation data within the Fuel Manager system and the related fuel management modules and status board systems. The dispatcher shall be capable to analyzing hardware/software related problems to maintain accurate input flow, data retrieval, and output validity and/or capable of effectively communicating with remote systems support personnel to resolve computer related problems. In addition, dispatchers shall be knowledgeable of radio communications, instructions/regulations pertaining to fueling and defueling of Government and civilian aircraft, and Government forms used to document aircraft fuel servicing. He/she must demonstrate familiarity with the layout of the base and outlying fields as well as the airfield and aircraft parking areas and restrictions applicable to servicing aircraft within those areas. Individuals acting as dispatchers, shall be capable of to communicate in English, both orally and in writing. Except for those administrative and accounting duties outlined within this PWS, dispatchers shall not have collateral duties.

C-1.9.2.3.2 Fuels Automated System (FAS): The incumbent Contractor and successor for a new contract period actively using FAS shall continue to provide FAS qualified dispatch personnel for the new contract period. New/first time Contractors shall arrange with the Navy Petroleum Office, Code RMB, to have dispatch personnel FAS trained and certified prior to the beginning of the contract start date. Initial FAS training of in place contract dispatch personnel and new contractor personnel will be provided by the Government. Once initial (Government) training of contract personnel has been provided, the Contractor shall be responsible for the continued training of dispatch personnel within the contract organization. Additional DESC funded training of contract personnel may be made available on submission of justification to NAVPETOFF RMB.

C-1.9.2.3.3 Facilities Response Plan (FRP): Duty dispatchers shall also be knowledgeable of emergency notification procedures and serve as the Fuel Management initial point of contact in response to fuel spills relevant to or the responsibilities of the Fuel Department.

C-1.9.2.4 Driver/System Operator (D/SO): Driver/system operators shall be qualified to perform aviation and ground fuel servicing operations (fuel servicing and defueling operations) by mobile refueler, ground fuel servicing truck, and direct fuel servicing systems. Driver/system operators shall pass a Contractor administered base and flightline familiarization test, practical equipment/facility competency tests, and shall be certified, by the Contractor, as qualified and the individuals training records updated prior to the unsupervised operation of any fuel servicing equipment. The Contractor shall re-certify personnel annually or as requested by the COR. Operators shall be familiar with safety regulations applicable to aviation and ground fuel servicing operations on and around the airfield and supported activities and shall demonstrate a practical knowledge of and ability to inspection and maintain fuel servicing equipment and systems.

C-1.9.2.4.1 Licensing. All drivers shall be licensed in accordance with the vehicle operating laws, regulations, and code for the state in which they will operate equipment and shall be/remain in compliance with all such requirements for the duration of their employment under this contract. The Contractor shall ensure that drivers required to operate vehicles and equipment on public roads are licensed for the class of vehicle to be operated on such public roads. Driver records appropriate to the class of license an employee holds, i.e., individual Department of Motor Vehicle (DMV) driving record, and a current record of physical examination or certification shall be maintained by the Contractor and made available for review by the COR on request. The Contractor shall ensure that all drivers' records are kept current for the term of the contract.

C-1.9.2.4.2 Hours of Service of Drivers: The Contractor shall not schedule drivers to work in excess of the rules established by 49 CFR Part 395, Hours of Service of Drivers.

C-1.9.2.5 Motor Vehicle Mechanic (MVM): The Motor Vehicle Mechanic shall be capable of truck chassis, cargo tank, fuel pump/filter system, and component diagnostics, adjustments, maintenance, and repair of contractor owned and operated mobile fuel servicing equipment. The mechanic shall be computer literate to the extent that he/she are capable of understanding, making input to, and extracting information from automated equipment maintenance and status systems such as FAS.

C-1.9.2.6 Fuel Distribution Systems Operator (FDSO): FDS operators shall be qualified to receive, handle, and issue petroleum products, to include recyclable jet fuel and used oils, and complete the accounting and administrative functions related thereto. He/she shall have practical experience in all facets of fuel distribution systems to include, pipeline systems, storage tanks, pumps, valves, fuel monitors and filters, truck fillstands, used oil storage and disposal facilities, and service station facilities (manual and automated). He/she shall be able to convert gauge and temperature readings to quantities of products and shall be able to perform quality assurance functions. He/she shall be able to correlate pressures, temperatures, and quantities as read from various gauges and meters normally found at a fuel facility. Operators shall have a basic understanding of written description and instructions pertaining to facility operations, shall be able to implement cyclic maintenance programs and safety programs relating to all aspects of facility operation and shall have demonstrated expertise in spill cleanup procedures, prevention and control measures, related equipment operation and maintenance. Operators shall have experience in inspecting trucks and other modes of conveyance and be capable of various types of petroleum sampling of storage tanks, trucks, fillstands, etc. Hazardous waste handlers shall be "certified" as required by Federal, State or local laws and Navy/base regulations as applicable.

C-1.9.2.7 Fuel Distribution System Mechanic (FDSM): The Fuel Distribution System Mechanic shall have a minimum of five years experience in the maintenance of fuel distribution systems ranging from ground product service stations to large bulk distribution facilities. He/she shall be capable of inspection, evaluating conditions of, and maintaining fuel storage tanks, pipelines, and piping systems, product pump, filter, meter, gauge, and flow control mechanisms, manifold and valve systems, and other related petroleum system components. He/she shall be capable of detecting/recognizing system component malfunction, misalignment, leak, and adjustment issues and performing scheduled and unscheduled fuel system maintenance within the scope of this PWS. The FDSM shall be capable of removing, repairing and replacing system components, have a basic knowledge of automated tank gauging systems, high/low level alarms, and cathodic protection systems. The FDSM shall also be capable of performing all the duties of an FDSO.

C-1.9.2.8 Fuel Laboratory Technician (FLT): A fuel laboratory technician is not required under this contract.

C-1.9.2.9 Cryogenics Systems Operator (CS/O): Cryogenic system personnel are not required under this contract.

C-1.9.2.10 Fuel Accounting Clerk (AC/F): Beyond the requirements of Section C-2.2.1.4, fuel administrative and accounting personnel are not required under this contract.

C-1.10 Reserve Training

C-1.10.1 Space/Training Obligations: The Government reserves the right to enter and occupy contracted Government facilities and to use systems and equipment to conduct Naval Reserve training and to meet real time military requirements. Full cooperation in the joint use of facilities and systems is expected; however, the Contractor is not obligated to relinquish control of facilities required to fulfill its contractual commitments, provide training services to Reserve personnel, or provide access to or use of contractor owned equipment.

C-1.10.2 Training Schedules: To the extent possible and practical, the Government will provide advanced notification of reserve training schedules to the Contractor.

C-1.11 Correspondence and Visits

C-1.11.1 Notification: The Contractor shall notify the COR of any and all visits or notice of intent to visit the Contractor, its employees, or the contracted facilities by any federal, state, or local office/agency, or contract corporate officer. Except for that considered to be company or proprietary documentation, the Contractor shall provide the COR copies of all correspondence resulting from such visits.

C-2.0 SPECIFIC TASKS (FIRM FIXED PRICE)

C-2.1 Tasks and Services

C-2.1.1 General: The following defines the specific aviation fuel, ground fuel tasks and services to be provided, and the corresponding duties, i.e., quality surveillance, maintenance, accounting, administration, training, and janitorial services, for which the Contractor shall be responsible. The various tasks, services, and duties are defined, outlined, and cross-referenced with regard to other tasks, hours of operation, contractor equipment requirements, as well as Government furnished equipment, facility, and service information. The Contractor shall be fully responsible for performing the tasks and duties outlined and providing the services specified herein.

C-2.2 Fuel Servicing Operations

C-2.2.1 Functions: Fuels servicing operations in support of aviation activities and aircraft assigned to and as may transit, deploy to, or exercise from NAS Kingsville are defined as those fuel functions directly involved in the delivery of fuel products to aircraft and support equipment. Those functions are the **Fuel Dispatch Center**, responsible for direct contact with customers and the control of fuel servicing equipment and personnel, and **Aircraft Refueling**, the section responsible for providing qualified personnel and equipment to transport and issue (refuel/defuel) products by mobile fuel servicing equipment.

C-2.2.1.1 Fuel Dispatch Center

C-2.2.1.2 Staffing: The Contractor shall staff the fuel management dispatch center, the focal point of the fuel management function, for the days/hours listed in [Table 1](#), Hours of Operations. A dispatcher/computer operator, hereafter referred to as the dispatcher, shall be qualified as outlined in [Section C-1.9.2.3](#).

C-2.2.1.3 Dispatch Control: Aviation fuel is issued to station and transient aircraft directly from mobile refuelers. Requests for services shall be taken by and processed by the fuel dispatch center. Based on the specific request, equipment and personnel shall be dispatched and controlled as needed to satisfy the request received. All requests for fuel services shall be recorded, monitored, and historical records kept using the Fuels Automated System (FAS). The Contractor shall maintain FAS modules relevant to Contractor and Government furnished equipment and the maintenance thereof, as well as those modules concerning quality surveillance and laboratory operations, personnel and training information, and all other FAS modules as may be available.

C-2.2.1.4 Documentation: The fuel dispatch center/dispatchers shall perform basic fuels accounting and administration functions such as collecting and reviewing fuel receipt, issue, and inventory documents. The dispatcher shall ensure all documents are legible and accurate, shall generate FAS reports, and shall ready all documents, pass down logs, and management reports for submission to the Government managed fuel accounting office by 0900 Monday, or the first duty day of the week, through Friday. Weekend/holiday documents shall be submitted the next duty day following the weekend or holiday.

- **Requirement.** The focal point of the Fuel Management that receives and records requests for fuel services using the Fuels Automated System (FAS) to capture data relevant to the Fuel Division workload. Dispatches and maintains control of personnel and equipment to meet the demand for fuel services within the established response times. Performs basic accounting and reviews documentation for legibility and accuracy, maintains control of documentation, prepare reports and FAS summaries relevant to the Fuel Management workload, and submits a complete documentation package to the fuel accounting office. Advises the Government of any circumstance that may result in the inability to perform the required services in a timely manner.

➤ **Minimum Standards**

- ✓ Qualified dispatch personnel on duty for the days/hours outline in [Table 1](#), Hours of Operation
- ✓ Dispatcher one hundred per cent accurate in processing and recording requests for fuel services (aviation and ground fuels) using the Fuels Automated System (FAS)
- ✓ Dispatches fully qualified personnel to arrive at the requesting activity with the established response times
- ✓ Dispatcher maintains full control of fuel servicing equipment and duty personnel
- ✓ No delays in excess of standard response time the result of contractor negligence or misconduct
- ✓ The Contractor fully maintains all FAS modules relevant to equipment and personnel
- ✓ Dispatch pass down logs and management reports prepared at submitted
- ✓ FAS reports and transaction documentation submitted to the Fuel Office by 0900 hour Monday through Friday
- ✓ FAS historical records and backup files maintained

C-2.2.2 Aircraft Fuel Servicing Operations

C-2.2.2.1 General. Aviation fuel servicing operations are defined as the delivery, or receipt by defuel, of aviation fuel products by mobile refueler at both NAS Kingsville and NALF Orange Grove. Guidance, policy, and procedures regarding the performance of all such fuel servicing operations are outlined in [NAVAIR 00-80T-109, Aircraft Refueling NATOPS Manual](#). The Contractor shall be responsible for performing all aircraft fuel-servicing operations and safeguarding facilities, equipment, and fuel products under its control during normal and adverse conditions.

C-2.2.2.2 Response. As outlined in [Section C-1.7](#), the Contractor shall be capable of providing fuel services to station and transient aircraft 24 hours a day, year around, including holidays. During the hours reflected in [Table 1](#), each request for fuel services shall result in the dispatch of fuel servicing truck(s) to the number of aircraft identified and prioritized by the requester so that each truck dispatched arrives at the first aircraft for the specific work request, within **20 minutes** of the request for service, as measured from the time the request for service is received by the dispatch center to the time the operator physically arrives at the aircraft to be serviced. If the request for service is for multiple aircraft, the Contractor shall continue to service subsequent aircraft in an orderly manner until all fuel servicing requirements for the specified request are met. Drivers shall not interrupt the flow of work, i.e., service aircraft to which they are not directed, without approval by the dispatch center, nor shall drivers/operators interrupt servicing operations for rest or meal breaks without proper relief or explicit approval of the fuel dispatch center. On arriving at an aircraft, operators shall take all steps and precautions necessary to service the aircraft in accordance with [NAVAIR 00-80T-109, Aircraft Refueling NATOPS Manual](#), USN regulations, and station instructions applicable to fuel servicing operations. Service response times in excess of 20 minutes shall be fully and accurately explained in the dispatch pass down log and management reports reflected in [Section C-2.2.1.4](#), Documentation.

NOTE

Requests for services outside of the operating hours specified in [Table 1](#) shall be met within two hours as measured from the time the Contractor is contacted to the time the contract operator is in position to perform the service required.

C-2.2.2.3 Equipment: Contractor and Government furnished fuel servicing equipment as described below shall be maintained and operated by the Contractor.

C-2.2.2.3.1 Mobile Fuel Servicing Equipment: The Contractor shall provide the aviation fuel servicing equipment as specified within [Sections C-3.2.1](#) and [C-3.2.2](#), in sufficient numbers to undertake the workload outlined in [Tables 2](#) and [Table 4](#). Furthermore, a Government furnished refueler as identified in [Appendix B](#) shall be used by the Contractor to hold and issue JP8+100 to aircraft specified by aircraft maintenance. The Contractor shall fully maintain all Contractor and Government furnished trucks, tractors, equipment cargo tanks, refueling systems, and components thereof in a safe, serviceable, ready for dispatch condition. Equipment inspections and product sampling/testing, i.e., daily Type "C" product analysis, shall be completed and documented on the vehicle inspection form prior to the initial dispatch of the equipment for the duty day. Responsibility for the Government provided refueler is limited to preventive and operator maintenance, i.e., daily operator inspections, checking and replenishment of fluids, repair of ground wires, and other minor repairs. The Government will be responsible for major shop maintenance and repairs.

C-2.2.2.3.1.1 Off Station Operations: As may be required, aviation fuel deliveries over public roads to off station locations shall be accomplished using equipment that is configured and licensed/permitted for use on public roads. All Federal, state, and local inspections, licensing or permits, and insurance requirements for the equipment used, shall be a responsibility of the Contractor. Operators shall be licensed as set forth in [Section C-1.9.2.4.1](#), Licensing.

C-2.2.2.3.2 Not used.

C-2.2.2.3.3 Jet Fuel Services Data: [Table 2](#), and [4](#) represent historical jet fuel issue and defuel data for NAS Kingsville and NALF Orange Grove. Exhibit 2, Jet Fuel Issue Data and Trends, provides more detailed information in terms of month and year of services. Other workload exhibits provide average workload data in terms of truck movements applicable NAS Kingsville and NALF Orange Grove. [Table 5](#) is a breakdown of squadrons/aircraft currently assigned. The Contractor shall keep this table, as well as the home station aircraft database in FAS, current.

Table 2 Jet Fuel Issue Data, Truck

Fiscal Year	Issues by Truck	Av. Monthly Issues	Requests for Service	Av. Monthly Requests
NAS Kingsville FY98	9,761,466	813,456	Not Available	Not Available
FY99	8,749,506	729,126	26,802	2,234
FY00	9,250,871	770,906	28,756	2,396
FY01	8,536,617	711,385	26,611	2,218
FY02 ⁽¹⁾	7,391,904	615,992	23,112	1,926
Total	43,690,364	728,172	105,281	2,193
NALF Orange Grove FY98	595,556	49,630	Not Available	Not Available
FY99	454,433	37,869	1,526	127
FY00	553,004	46,084	1,670	139
FY01	416,188	34,682	1,339	112
FY02 ⁽¹⁾	383,804	31,984	1,139	95
Total/Average	2,402,985	40,050	5,674	118

(1) Issue data is current through in month of September FY02.

Table 3 Jet Fuel Issue Data, Direct Fueling System

Table 3 not used. Product delivery by direct refueling systems is not applicable under this contract.

Table 4 Jet Fuel Defuel Data

Fiscal Year	Defuels ⁽²⁾	Av. Monthly Defuels ⁽²⁾	Requests for Defuels	Av. Monthly Requests
NAS Kingsville FY99	91,163	7,597	198	17
FY00	169,943	14,162	408	34
FY01	162,491	13,541	348	29
FY02 ⁽¹⁾	136,009	11,334	338	28
Total/Average	559,606	11,659	1,292	27

(1) Defuel data is current through in month of September FY02.

(2) Defuel data applies to NAS Kingsville only.

Table 5 **Squadrons and Aircraft Assigned ⁽¹⁾⁽⁴⁾**

Squadron/Unit	Type Aircraft	Number Assigned	Max. Fuel Load ⁽²⁾	Average Refuel ⁽³⁾
VT21	T-45	40	443	320
VT22	T45	40	443	320

(1) Data extracted from FAS Home Station Aircraft Database

(2) See Military Handbook 844 (AS) or airframe specific NATOPS manuals

(3) Based on historical data, the average quantity of product issued in a single refueling on a day-to-day basis

(4) No aircraft are assigned to NALF Orange Grove.

- **Requirement:** Respond to requests for fuel services so as to provide quality product in a timely manner to authorized customers. Tasked personnel and equipment meet the demand for services within the established response times. Receive and review documentation for legibility and accuracy, maintains control of all documentation, prepare reports and FAS summaries relevant to the Fuel Management workload, and submits a complete documentation package to the fuel accounting office in a timely manner. The Contractor shall notify the Government of any circumstance that may result in the inability to perform the required services in a timely manner.
- **Minimum Standards**
 - ✓ Mobile/fixed equipment inspected and sampled by prior to first use of the duty day. Inspection and applicable laboratory documents available
 - ✓ Response to requests for fuel services within the established perimeters. No servicing delays the result of Contractor negligence or misconduct
 - ✓ Driver's knowledgeable of and use appropriate radio etiquette
 - ✓ Operators adhere to operational safety rules, i.e., flightline vehicle operations, grounding and bonding, safety distance criteria, fire watch, and other safety guidelines
 - ✓ Issues/defuel/truck fill documents one hundred percent accurate. Documents complete and legible
 - ✓ No fuel spills due to Contractor negligence or misconduct

C-2.3 Bulk Storage Operations

C-2.3.1 General: Bulk storage operations are defined as the receipt, storage and handling, and issue of fuel products at the primary fuel storage facility. It also provides for of quality surveillance to the extent samples are drawn, visually examined and submitted to the Government operated fuel laboratory, system maintenance, and product accountability, the details of which are covered under other sections of this PWS. The Contractor shall be responsible for performing bulk fuel operations, i.e., gauging, system inspections and preventive maintenance, sampling, system alignment, documentation, and system monitoring required and necessary to conduct all storage related actions and safeguarding fuel supplies under its control during normal and adverse conditions.

C-2.3.2 Product Storage

C-2.3.2.1 Facilities: The facilities identified within this section are those that comprise the main storage system generally referred to as bulk storage, the fuel farm, or the tank farm. Tankage and components outside this area, if applicable, are covered in their respective sections. Bulk storage consists of four 14,200 barrel cut-and-cover jet fuel tanks and a single 13,400 barrel aboveground jet fuel tank their components, receipt headers, and fillstands. See [Appendix A](#) for a detailed breakdown of these facilities.

C-2.3.2.2 Staffing: The Contractor shall provide the necessary staffing to undertake and document daily and cyclical inspections, to manipulate components to receive, transfer, and issue product, to continually monitor systems, and to perform preventive and operator maintenance on all bulk storage facilities. In addition, the Contractor shall be capable of performing all other functions relative to an active storage operation, i.e., inventory, quality, housekeeping, security, and environmental protection as outlined here and elsewhere within this contract.

C-2.3.2.3 Outlying Facilities: Bulk jet fuel facilities at NALF Orange Grove consist of three 660-barrel underground tanks and receipt and fillstand facilities. See Appendix A for detailed listing of these facilities.

C-2.3.3 Bulk Product Receipts

C-2.3.3.1 Receipts and Rates: Jet fuel is received at four lane, four-position truck receipt header, Facility 1763A, by commercial tank truck in 7,800-gallon increments, or approximately 23,000 GPH given the continuous availability of delivery trucks. The Contractor shall be responsible for all work, i.e., gauging, truck inspections, sampling, system alignment, documentation, and system monitoring required and necessary to conduct all receipt related actions in a safe manner.

C-2.3.3.2 Quality/Quantity Determination: All incoming deliveries shall be inspected, products sampled, and the samples delivered to the Government fuel laboratory for testing in accordance with MIL-STD-3004 and NAVAIR 00-80T-109 to verify product identification and quality. Quantity determination, i.e., before and after gauging of tanks, computation of receipts at 60 degrees Fahrenheit as outlined in DOD 4140.25M, and the complete documentation of receipts, shall also be accomplished by the Contractor.

C-2.3.3.3 Workload Data: The following table represents the historical workload for product receipts at bulk storage. Exhibit 1 provides expanded historical jet fuel workload data in terms of gallons received per month and the number of deliveries for the mode applicable.

Table 6 Bulk Receipt Data

Fiscal Year	Product	Mode ⁽²⁾	Number of Receipts	Total Received	Average Receipt
NASK FY98	Jet Fuel	TT	1,251	9,722,779	7,772
FY99	Jet Fuel	TT	1,136	8,747,405	7,700
FY00	Jet Fuel	TT	1,176	9,088,188	7,728
FY01	Jet Fuel	TT	1,020	7,514,704	7,367
FY02 ⁽¹⁾	Jet Fuel	TT	962	7,321,310	7,611
Total & Average			5,545	42,394,386	7,066
NALFOG FY98	Jet Fuel	TT	84	623,367	7,421
FY99	Jet Fuel	TT	59	459,816	7,794
FY00	Jet Fuel	TT	71	551,127	7,762
FY01	Jet Fuel	TT	48	340,387	7,091
FY02 ⁽¹⁾	Jet Fuel	TT	55	396,061	7,201
Total & Average			317	2,370,758	7,479

(1) The data provided is current through September FY02.

(2) Mode of receipt: PL for Pipeline, TT for Tank Truck, for TW Tank Wagon, B for Barge, and OT for Ocean Tanker.

- **Requirement.** Implement management, inventory, quality, security, and environmental controls so as to fully maintain and safely operate bulk storage facilities and equipment in a manner that ensures the receipt, proper handling and accountability, and timely availability of specification product to the customer without impact to the environment. The Contractor shall notify the Government of any circumstance that may result in the inability to perform the required services in a timely manner.
- **Minimum Standards**
 - ✓ Personnel to undertake/complete all assigned and required tasks (many simultaneous) available and positioned
 - ✓ Readily capable of product receipt, movement, and issue operations for the days/hours reflected in Figure 1
 - ✓ Inventory, receipt, issue, shipment, and transfer documents complete, accurate, legible, and forwarded to fuels accounting not later than 0900 Monday or the first duty day of the week through Friday
 - ✓ Quantity determination, before and after gauge and temperature readings, accomplished for each receipt operation
 - ✓ System and equipment functional inspections complete and documented not later than 0900 Monday through Friday or every day the system is used to receive, move, or issue product
 - ✓ Scheduled Preventive Maintenance (PM), to include that of grounds maintenance, cleaning/evacuation of pits, and the upkeep of tank berm areas, completed on the day/date scheduled

- ✓ Environmental controls, i.e., secured drains, oily water separators, and alarm systems checked and functional
- ✓ Security controls, fences, gates, and lighting checked and logs maintained
- ✓ Preventive Maintenance (PM) documentation current, accurate, and available
- ✓ Receipt, correlation, and periodic (FSII, Flash Point, and sulfides) samples taken and submitted for testing in accordance with MIL-STD-3004, NAVAIR 00-80T-109, Federal Specifications, and local directives
- ✓ Current references materials available (net access to or copies on hand)
- ✓ Spares and supplies that the Contractor is responsible for providing readily available
- ✓ No fuel spills the result of Contractor negligence or misconduct
- ✓ No operational delays the result of Contractor negligence or misconduct

C-2.3.4 Bulk Product Issues

C-2.3.4.1 Bulk Output: Jet fuel is transferred/issued to refuelers via the fillstand system. For the hours established for aircraft fuel servicing in [Table 1](#), at least one of the storage tanks shall be kept in the ready-to-pump (issue) mode to supply product to the refueler driver operated fillstand system. Except for scheduled maintenance and other occurrences of which the fuel dispatch center has been notified, the Contractor shall maintain tank and fillstand systems in the ready-to-issue mode and work to transfer/issue products on demand.

C-2.3.4.1.1 Issues to Refuelers: For the purpose of refueler top-offs, the jet fuel fillstand is a driver-operated, self-service system. Documentation relevant to refueler top-offs shall be controlled in accordance with local instructions.

C-2.3.4.2 Bulk Output Summary: The following table provides data regarding bulk storage output in term of transfers, issues, and sales and provides historical data relevant to bulk storage output activities and filter use data.

Table 7 Bulk Storage Transfers, Issues, and Sales

Table 7 not used. Issues at the NAS Kingsville and NALF Orange Grove bulk storage JP8 fillstands equivalent to issues to aircraft, see Exhibits 2 and 9.

- **Requirement:** Maintain and operate bulk storage facilities so as to receive, handle, and dispense quality products to authorized customers on demand. The Contractor shall issue (maintain a tank system in the ready-to-issue mode) product without causing operational delays and ensure that all product is on specification. The Contractor shall notify the COR of any discrepancy or issue that may result in the inability to issue product from the day tank system.
- **Minimum Performance Standards:**
 - ✓ All products issued shall be on specification
 - ✓ No fuel spills due to Contractor negligence or misconduct
 - ✓ No more than 0.5% variance tolerance as defined in Appendix D
 - ✓ Immediate communication with the fuel dispatch center and COR regarding occurrences that may result in direct fueling system delays

C-2.4 Service Station Operations

Table 8 Service Station Operations

Table 8 not used. Service station tankage is in place at NAS Kingsville and NALF Orange Grove; however, other than delivering JP8 to the tank at NALF Orange Grove, the contractor has no responsibility for such tankage at either location.

C-2.5 Ground Fuel Delivery

C-2.5.1 General: Ground fuel delivery operations are defined as the issue or defuel, by truck, of ground fuels, i.e., gasoline and jet fuel used in lieu of diesel, to authorized customers. The Contractor shall be responsible for performing all ground fuel delivery operations, and safeguarding fuel supplies under its control during normal and adverse conditions. [Table 9](#) provides a historic picture of ground fuel deliveries for the periods indicated.

C-2.5.1.1 Equipment: The Contractor shall furnish ground fuel servicing equipment configured in accordance with [Section C-3.2.4](#) and the qualified/licensed personnel to operate and maintain all such equipment to undertake ground fuel delivery operations during the days and hours specified in [Table 1](#). Equipment inspections shall be completed and documented on the vehicle inspection forms prior to the initial dispatch of the equipment for the duty day.

C-2.5.1.2 Delivery: Ground fuels, regular unleaded gasoline (MUR) and jet fuel (JP8), shall be delivered as scheduled to the activities outlined in [Table 10](#). Unscheduled requests for ground fuel deliveries, for which there is no specific response time, received by the fuel dispatch center shall be accomplished within the time limits mutually agreed upon by the requesting activity and dispatcher.

C-2.5.1.2.1 Off Station Operations: Should they be required, ground fuel deliveries to off station locations shall be accomplished using equipment that is configured and licensed/permitted for use on public roads. All Federal, DOD, state, and local inspections, permits, licensing and insurance requirements for the equipment used on public roads, shall be a responsibility of the Contractor. Vehicle operators shall be licensed as set forth in [Section C-1.9.2.4.1](#).

C-2.5.1.3 Delivery Points: A list of delivery points by location, building/facility number, tank capacity and characteristics, approximate delivery quantity, and a delivery schedule, if known or established, is provided by [Table 10](#). Maps identifying all established and scheduled delivery points, by grade of product, will be provided by NAS Kingsville and become a part of the contract, [Appendix E](#). On contract start up, the Contractor shall survey all delivery locations and confirm delivery schedules to ensure uninterrupted customer support. The Contractor shall update the ground fuel delivery points and schedules outlined in [Table 10](#) and inform the Government as changes occur.

C-2.5.1.4 FAS Gas Log: The Contractor shall, using local forms or logs that provide all the information required, fully satisfy the data entry requirements of the Fuels Automated System (FAS) Gas Log.

Table 9 Ground Fuel Deliveries

Fiscal Year	Grade	Gallons Issued ⁽¹⁾	Average Month ⁽²⁾	Number of Issues ⁽¹⁾	Average Month ⁽²⁾
FY99	MUR	12,783 ⁽³⁾	1,065	2,332	194
FY00	“	7,902 ⁽⁴⁾	659	1,176	98
FY01	“	6,780	565	1,116	93
FY02 ⁽⁵⁾	“	6,086	507	1,048	87
Total & Average		33,551	699	5,672	118
FY99	JP8	23,254	1,938	2,213	184
FY00	“	22,642	1,887	2,022	166
FY01	“	18,124	1,510	2,112	176
FY02 ⁽⁵⁾	“	15,235	1,270	2,048	171
Total & Average		79,255	1,651	8,395	175

(1) Gallons of product and number of issued by mobile fuel servicing vehicles.

(2) Straight-line average, total/number, of gallons and number of issues

(3) MUR tank truck used in lieu of the service station.

(4) MUR usage decline due to use of GSA vehicles that includes fuel supplies.

(5) Workload through the end of September FY02 depicted.

Table 10 Ground Fuel Delivery Points/Schedules

Location ⁽¹⁾	Grade	Capacity ⁽²⁾	Av. Issued ⁽³⁾	Time, day(s) of the week/month ⁽⁴⁾
VT-21	JP8/MUR	Various	15-40	Daily at 0700, 1000, and 1400 hours.
Field Support, Hangar 760	JP8/MUR	Various	30-50	Twice weekly.
Boeing GSE Hangar	JP8/MUR	Various	10-25	Twice to three times weekly.
VT-23, Boeing Schedule	JP8/MUR	Various	10-20	Daily at 0700, 1000, and 1400 hours.
VT-23, Boeing Power Plant	JP8/MUR	Various	5-10	Daily at 0700, 1000, and 1400 hours.
Fire Department, Bldg. 3748	JP8	50	10-15	Daily 1000 hours.
Fire Department, Bldg. 3748	MUR	50	10-15	Daily 1000 hours.
Supply	MUR	Various	10-15	Twice weekly.
Supply, Boeing	MUR	Various	10-20	Twice weekly.
Public Works, Bldg. 4777	JP8/MUR	Various	10-150	As requested.
Generator Sets	JP8	Various	10-1500	As requested.
Fire Department, Fire Watch	JP8	50	5	Daily 1000 hours.

(1) Name/description and building number of the delivery point. Maps provided under Appendix E plot exact location of the delivery point.

(2) The capacity and characteristic of the tank to be serviced with fuel. If the issue is to a group of vehicles or yellow gear with small tanks, the term "various" may be used in lieu of a fixed capacity.

(3) Based on historical data, the approximate quantity of product issued each time the tank at the specified location is topped off.

(4) The delivery schedule or best estimate as to the time product is normally delivered.

C-2.5.1.5 Ground Product, Source of Supply: As noted, JP8 is dispensed in lieu of diesel. Unleaded gasoline (MUR) is also dispensed. JP8 is drawn directly from bulk stocks while MUR is delivered by commercial vender and a truck-to-truck transfer.

- **Requirement:** Maintain and man the ground fuel servicing equipment to ensure customer support with specification products. Implement management, maintenance, quality, security, and environmental controls that ensure the safe delivery of ground products to authorized customers in a timely manner. The Contractor shall notify the COR of any discrepancy or circumstance that may result in the inability to deliver ground fuel products.
- **Minimum Performance Standards:**
 - ✓ All equipment inspected, serviceable, and inspection documentation readily available by 0800 daily.
 - ✓ Daily truck inventories one hundred percent accurate.
 - ✓ Documented issues, defuels, and truck fills one hundred percent complete, accurate, and legible.
 - ✓ Ground fuel truck logs maintained and accurate.
 - ✓ Ground fuel truck issues, defuels, and truck fills entered into the FAS Gas Log Monday through Friday.
 - ✓ Fuel servicing safety procedures and precautions observed.

C-2.6 Used Oil Collection and Handling

Table 11 Used Oil Collection**Table 12 Used Oil Collection Points and Pick-Up Schedule ⁽¹⁾**

Tables 11 and 12 not used. Used Oil collection and handling operations are not applicable under this contract.

C-2.7 Recyclable Jet Fuel

Table 13 Recyclable Jet Fuel

Table 14 Recyclable Jet Fuel Collection Points and Pick-Up/Delivery Schedule

Tables 13 and 14 not used. Recyclable collection and handling operations are not applicable under this contract.

C-2.8 Cryogenic Storage and Distribution

Table 15 Cryogenic Receipts and Issues

Table 15 not used. Cryogenic operations are not applicable under this contract.

C-2.9 Inventory and Accounting

C-2.9.1 General: Inventory is defined as the physical measurement of products in terms of volume and temperature, the documentation of those measurements, and the conversion of observed measurements to standards recognized by the Government and petroleum industry. Accounting is the manipulation of inventory, receipt, and issue data to portray an accurate record of daily events regarding the purchase and sale of products, the adjustment of inventories, and the capture of information in the form of manual records and computer files. The Contractor shall be responsible for all fuel inventory and basic accounting actions as outlined in [Section C-2.2.1.4, Documentation](#), and the accurate input of data to the FAS and the Fuels Enterprise Server (FES) computer systems as may be applicable to the contracted activity.

C-2.9.2 Inventory: The Contractor shall be responsible for the inventory of petroleum products held within the facilities, equipment, tanks, and vehicles the responsibility of or under Contractor control. The Contractor shall provide accurate inventories of all products as outlined by DOD 4140.25, Bulk Petroleum Management Policy, NAVSUP Volume II, Supply Ashore, Navy regulations, and local instructions. Documentation consisting of inventory forms, receipt and issue documents, and the logs and reports as may be used to compile, compute, and validate accurate product movements shall be forwarded to the Government fuel accounting office by 0900 Monday, or the first duty day of the week, through Friday. The processes, coupled with the Government fuel accounting, shall facilitate:

- ✓ The continuous update and accurate portrayal of FAS (Fuels Enterprise Server (FES)) system information
- ✓ The input of ground fuel data to the FAS Gas Log for the periods specified by the Government
- ✓ FAS/FES access, input, and report generation. Note requirements under [Section C-1.9.2.10.1, Security](#)
- ✓ The provisioning of inventory and workload information, to include local reporting, as may be requested by the COR, other Navy activities, and DESC
- ✓ Audits and inspections as may be conducted by the COR and other agencies
- ✓ The reporting of workload factors and the submission of reports such as that of [Appendix G, Monthly Workload Summary](#)

C-2.9.3 Accounting Regiment: The Government will provide all accounting services required under this contract.

C-2.9.3.1 Inventory/Documentation for NALF Orange Grove: All product receipt, issue, and inventory policy and practices that apply to NAS Kingsville are applicable to NALF Orange Grove. Inventory data for NALF Orange Grove shall be provided to (by phone or carried to) the NAS Kingsville fuel accounting office not later than 1000 hours of the next duty day. Telephone reporting shall be supplemented by the submission of a complete document package every Monday or as the end-of-month inventory closeout may dictate. Reports applicable to NALF Orange Grove shall be separated from those of NAS Kingsville.

C-2.9.4 ADP Security: Contract personnel requiring access to the Defense Fuels Automated Management System (DFAMS) shall be cleared by DESC and obtain a system password. The Contractor shall submit a [DLAH Form 1728](#), Appendix I, to the DESC Contracting Officer, DESC-FPB for review. The individual or persons tasked to access DFAMS shall be qualified and capable of obtaining an interim clearance/password within 45 days of employment. Contract personnel will not be authorized access to the DFAMS until a password is obtained. For those locations that access the hub to process transactions, go to <http://www.feshub.desc.dla.mil/ehub/webtool/login.htm>, and follow the instructions.

C-2.9.5 Files and Records: Inventory files and records, the property of the Government, shall be organized and stored in a neat accessible manner. All files shall be made available to the COR on request.

- **Requirement:** Process fuel receipt, transfer, issue, sales, and inventory documents. Post data to and/or validate entries to FAS/FES accurately portrays the state of the fuel account. Advise the FMO, COR, customers, higher echelons of command, and the Defense Energy Support Center regarding inventory matters and maintain records and filing systems applicable to the inventory and administration for Fuels Management accounts. The Contractor shall notify the Government of any circumstance that may result in the inability to perform the required services in a timely manner.
- **Performance Standards**
 - ✓ Appropriately cleared personnel in place to perform the inventory and FAS/FES input functions
 - ✓ Personnel knowledgeable and capable of working within the Fuels Automated System (FAS) as may be applicable to the contracted activity
 - ✓ Inventory processes, to include the update of computer systems, completed daily
 - ✓ Alternate/Outlying Field activity reported in a timely manner
 - ✓ Out of tolerance conditions investigated, resolved, and documented
 - ✓ inventories(s) reconciled and reports generated and forwarded to the COR in a timely manner
 - ✓ Files/documentation neat, legible, and filed for easy access

C-2.10 Quality Surveillance

C-2.10.1 General: As outlined in [Section C-1.4.3](#), the Contractor shall publish and adhere to a Product Quality Surveillance Plan commensurate with the level of quality surveillance normally applicable to and undertaken at NAS Kingsville. The plan shall outline policies, methods, and procedures that ensure products under the Contractor's control and care remain on specification. The plan shall include, but is not necessarily limited to, product receipt, storage, and issue sampling and submission of such samples to the Government laboratory facility. On acceptance, the Product Quality Surveillance Plan shall be incorporated into the contract. The Contractor shall continually review quality surveillance policy and practices applicable to the Navy and update the plan as required.

C-2.10.2 Quality Determination: No petroleum product shall be issued until its quality and confirmation of conformance with specifications has been determined. Products shall be issued on a first-in, first-out basis unless otherwise specified or directed by the COR. Anytime product is received into a tank, regardless of source or reason, it shall be suspended from issue pending quality conformance sampling and notification of test results.

C-2.10.2.1 Sampling: The Contractor shall take all samples, i.e., receipt, daily Type "C" samples from trucks and fillstands, and visual samples as deemed necessary. All samples requiring analysis shall be delivered to the Government operated fuel laboratory at building 1763A, NAS Kingsville, and building 26, NALF Orange Grove, for testing. Samples shall be taken in accordance with the [API Manual of Petroleum Measurement Standards \(MPMS\), Chapter 8, Section 1, Manual Sampling of Petroleum and Petroleum Products](#) as may be supplemented by local instructions. [NAVAIR 80T-109, Aircraft Refueling NATOPS Manual](#) and local instructions dictate the location of samples to be taken, the frequency, quantity, minimum test requirements, and sample retention procedures applicable.

C-2.10.2.2 Testing: Beyond those samples drawn for visual analysis, the Government will perform all testing of samples submitted to the fuel laboratory.

Table 16 Quality Surveillance, Samples and Tests

Quality Surveillance								
Product	Samples ⁽¹⁾	Visual ⁽²⁾	API Gravity	Particulate ⁽³⁾	AEL Water ⁽⁴⁾	Flash Point	FSH	EC ⁽⁵⁾
Jet Fuel	4000	4000	N/A	N/A	N/A	N/A	N/A	N/A
MUR	12	12	N/A	N/A				

(1) Estimate of total samples, by grade, for a year based on the total number of sampling points, i.e., trucks fillstands, tanks (), and other equipment/points requiring testing. Numbers for NALF Orange Grove are included.

(2) Visual test includes the inspection for particulate matter, free water, color, and appearance.

(3) As determined by CFD, CCFD, Gravimetric Method, or the Gammon Field Test Kit.

(4) As determined by CCFD, Mark II AEL Water Detector, or the Gammon Field Test Kit.

(5) As determined by ASTM D2624, Standard Test Method for Electrical Conductivity of Aviation [JP8] and Distillate Fuels Containing SDA.

C-2.10.2.3 Documentation: The Contractor shall maintain a log of all sampling taken and submitted for testing. The sample log shall reflect the date and time a sample is taken, the type of sample, and the date/time submitted to the laboratory for analysis. A log of samples requiring more extensive testing, i.e., the reason for testing, to whom a sample is sent, the sample size, and the tests required shall also be kept. A copy of all test results provided by outside sources, including correlation testing, shall be maintained on file and be readily available to the Government on demand. The Contractor shall establish and publish procedures for disseminating information relevant to the sampling, notification of test results, and isolation/release of products under the Contractor's care and control.

C-2.10.2.4 Records Keeping: The Contractor shall establish and maintain a system of files relevant to its quality surveillance function and maintain all such records in a neat, orderly manner. Historical product quality surveillance records shall be kept on file for the duration of the contract and be made available to the Government on request. All quality surveillance records and logs are the property of the Government.

- **Requirement:** Implement management, sampling regiments, and administrative, security, and environmental controls that fully implement a quality surveillance program that ensures the receipt, proper handling and accountability, and timely availability of specification product to the customer without impact to the environment. The Contractor shall notify the Government of any circumstance that may result in the inability to perform the required services in a timely manner.
- **Minimum Performance Standards:**
 - ✓ One hundred percent sampling prior to, during, and after all fuel receipts, transfers, and issues
 - ✓ One hundred percent visual testing
 - ✓ Qualified personnel on duty as outlined in [Table 1, Hours of Operation](#)
 - ✓ Sampling time and procedures do not cause delays resulting in demurrage charges
 - ✓ Receipt sample properly marked as to product, source, and date and stored as a retention sample
 - ✓ Quality of all petroleum products received, stored and issued meet specification requirements
 - ✓ Quality of all petroleum products is verified as suitable for their intended use
 - ✓ Records and petroleum samples are maintained to resolve quality concerns
 - ✓ Cleanliness and order of sample equipment maintained

C-2.11 Property Management and Maintenance

C-2.11.1 General: The Contractor shall be responsible for the normal and continuous use and operation of all systems, facilities, and equipment furnished by the Government, and shall perform the preventive and operator maintenance required to keep all such fuel systems, facilities, and equipment functional. The Contractor shall provide all manpower, materials, tools, instruments, devices, and equipment not otherwise specified as Government-furnished but directly or indirectly called for within this contract or references cited to accomplish all work requirements sited herein. The purchase of repair services and supplies beyond the scope of the preventive/operator maintenance program will, given the appropriate approvals, be reimbursed under [Section C-4.0, Logistics Support, Cost Reimbursable](#).

C-2.11.2 Maintenance Categories:

C-2.11.2.1 Preventive Maintenance: Preventive maintenance is a program of periodic or cyclical inspections and servicings designed to preserve and maintain facilities, equipment, and apparatus in such a condition that they may be effectively used for their intended purpose. Preventive maintenance will normally be limited to those actions that can be taken by qualified system operators using common hand tools and specialized tools or instruments as may be prescribed by a specific PM procedure.

C-2.11.2.2 Operator Maintenance: Operator maintenance is that work accomplished during routine inspections, other than PM, and system use/operation. Operator maintenance may include, but is not necessarily limited to work such as the replacement of ground wires, plugs, and clips, the replacement of seals, O-rings, the lubrication of components, the tightening of nuts, bolts, and screws to prevent leakage and to stabilize equipment, or corrosion control and spot painting. Operator maintenance is normally limited to actions taken by system operators using common hand tools.

C-2.11.2.3 Other Maintenance and Repair: Except as specifically outline herein, maintenance and repair beyond that defined as preventive and operator maintenance, i.e., breakdown maintenance or the unplanned repair or replacement of components that show abnormal wear or fail, must be approved by the COR. Tasking and reimbursable for other maintenance and repair actions on the part of the Contractor will be provided as outlined by Section C-4.2, Services Requiring a Task Order.

C-2.12 Preventive Maintenance - Facilities and Equipment

C-2.12.1 General: The Maintenance Plan outlined in Section C-1.4.6 shall provide for the inspection, servicing to the extent applicable under a PM program, calibration of equipment, and care of facilities at specified intervals. Appendix A, Government Furnished Facilities, and Appendix B, Government Furnished Equipment, Supplies, and Services, provide a listing of facilities and equipment requiring preventive maintenance and shall serve as the base line for the Maintenance Plan. The plan shall provide for a systematic approach to planning, scheduling, documenting, reporting, and managing (labor, materials, time, and costs) those actions that contribute to the uninterrupted function of fuel systems. The plan shall include periodic inspection; testing, and minor repair of equipment and facilities in accordance with federal and military specification and standards as well as manufacturer's recommended or commercially accepted practices.

C-2.12.2 Preventive Maintenance Inspections: The following inspections are applicable to NAS Kingsville and NALF Orange Grove. The codes following each item heading, i.e., Gauge (Pressure, Differential, and Vacuum) **(A)**, indicates the scheduled preventive maintenance cycle of **Annual**. The code does not dictate or imply it is the only time an item will be monitored or inspected. In all cases, discrepancies within the preventive/operator maintenance program shall be documented and corrected. Those deemed beyond the expertise of the Contractor or outside normal preventive maintenance shall be documented and reported to the appropriate work center via the COR.

C-2.12.2.1 Buildings and Structures (C): The Contractor shall ensure that all buildings, structures, and facilities used by, under Contractor control, and as assigned herein are kept clean and sanitary. The Contractor shall sweep, mop, and wax floors and wash windows and walls to present a clean, orderly appearance. Maintenance and storage buildings shall be kept in clean and orderly manner. Areas immediately around buildings for which the Contractor is responsible shall be kept free of debris. The Contractor shall not allow fire hazards, such as oily rags, loose paper, and trash to accumulate in or around buildings, structures, facilities, and areas used, occupied, or controlled by the Contractor. For the purposes of this contract, the Contractor shall be responsible for the cleanliness and sanitation of buildings 759A and B, maintenance buildings in the truck parking area, building 1763A excluding the fuel laboratory space, and all spaces within building 4777, the Government/Contractor office and administrative building.

C-2.12.2.1.1 Pest, Rodent, and Vegetation Control: Requests for pest, rodent, and vegetation control shall be forwarded to the appropriate work center or agency via the COR. The use of pesticides, insecticides, fungicides, and rodenticides by the Contractor is prohibited.

C-2.12.2.1.2 General Maintenance: The Contractor shall reset circuit breakers and switches, furnish and replace burned out standard and fluorescent lights, and plunge sinks and toilets to keep them serviceable. Other building/structure maintenance requirements, i.e., electric, carpentry, and other skilled trade work shall be forwarded to the appropriate work center or agency via the COR. The Contractor shall not alter any structure or allow it to be altered without explicit written approval by the Government.

C-2.12.2.1.3 Designated Areas: The Contractor shall establish a smoking policy that prohibits smoking in other than Government designated areas. The Contractor shall provide signs to be posted at the entrance to work areas that read, "**NO SMOKING EXCEPT IN DESIGNATED AREAS.**" The Contractor shall also designate a smoking area and provide signs that read, "**DESIGNATED SMOKING AREA.**"

C-2.12.2.2 Trash Removal (W): The Contractor shall be responsible for the pick-up of all trash and debris within and around fuel areas under its controlled, and shall dispose of all such trash and debris in Government-furnished containers/dumpsters. The Government will dispose of the trash and debris placed within the containers/dumpsters provided.

C-2.12.2.3 Grounds (C): Grounds maintenance, grass cutting and vegetation control, shall be provided by the Contractor. Grass, weeds, and brush, except ornamental trees and shrubs, within the areas defined below shall be maintained so as not to exceed "4" inches in height on any given day. All vegetation within, on, or under, and the security zone outside the fence line of the bulk storage tank area, the product receiving station and building 1763A, and the refueler parking area shall be maintained. Furthermore, the bulk storage to fillstand pipeline path/right-of-way shall be mowed to provide an unobstructed walking/inspection path over the entire piping system. The same ground maintenance shall be accomplished within and 10 feet outside the fuel management area at NALF Orange Grove.

Note

The use of herbicides by the Contractor is prohibited. The Government will undertake any application of herbicides.

C-2.12.2.4 Roads and Paved Surfaces (C): All roads, paved surfaces, curbing, and sidewalks within contracted fuel management areas shall be monitored continuously. Damage, defects, and the need for repairs shall be documented and reported to the appropriate work center via the COR.

C-2.12.2.5 Fences and Gates (C): The Contractor shall inspect all fences, to include signs and markings, gates and automatic gate openers, of fuel management compounds. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.12.2.6 Lighting (C): Exterior lighting, security lighting, and exterior building lights will be monitored on a continuous basis. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.12.2.7 Other Facilities, Equipment, and Utilities (C): The Contractor shall continuously visually monitor other facilities, equipment, and utilities, i.e., cathodic protection systems, AFFF systems, storm drains, exterior water systems, power poles, lines and transformers, and exterior telephones within Fuel Management areas. Deficiencies noted shall be documented and reported to the appropriate work center via the COR.

C-2.12.2.8 Storage Tanks (W): The Contractor shall visually inspect the exterior of all storage tanks and tank components and visually examine the various samples taken from the tanks on a continuous basis. All inspections and visual examinations shall be documented and corrective action within the scope of PM/operator maintenance accomplished as deficiencies are noted. Maintenance requirements such as the need for exterior corrosion control and painting of tank(s) and tank inspection/cleaning as may be indicated by the visual examination of drawn samples shall be recorded on the appropriate inspection documents, and a work request forwarded to the appropriate work center or agency via the COR.

C-2.12.2.8.1 Tank Maintenance: The Government will be responsible for the complete painting of tanks and internal tank inspection and cleaning. Upon notification of a cleaning project, the Contractor shall, to the extent possible, use installed system-pumping equipment to empty/ready all selected tanks for cleaning and inspection. On completion of tank cleaning or repairs by another party, the Contractor shall perform a complete visual tank/system inspection to ensure all components are ready to be returned to service. The Contractor shall update all PM systems, programs, and records.

C-2.12.2.9 Berms/Containment Systems (C): The Contractor shall ensure that all berms and containment systems are kept clean, free of vegetation, and other debris that may hamper proper system drainage. Drain valves shall be inspected and actuated monthly. The Contractor shall clean all moats, i.e., keep them free of accumulations of dirt, debris, and vegetation. The direct discharge of any liquid from any berm/containment system shall comply with all Spill Prevention Control and Countermeasures (SPCC) plan and National Pollution Discharge Elimination System (NPDES) permit as applicable. The Contractor shall maintain a log of the dates berms are drained, observed conditions of the water drained, and who performed the drain operation.

C-2.12.2.10 High/Low Level Alarms and Control Valves (Q): The Contractor shall test installed alarm systems, i.e., horns, lights, control board status lights and signals, and high/low level control valves quarterly.

C-2.12.2.11 Automatic Tank Gauge (ATG) System (Q): The Contractor shall monitor ATG systems continuously. ATG readings shall be validated by manual gauging quarterly or as directed by local policy.

C-2.12.2.12 Pumps, Reduction Gears, and Pump Motors (Q): The Contractor shall maintain all the fuel system pumps, reduction gears, and pump motors in a serviceable condition through scheduled inspections and PM. The Contractor shall adjust packing and stuffing glands, inspect mechanical seals, provide lubrication, replace gaskets and seals not requiring component tear-down, and tighten loose nuts, bolts, and screws to prevent leaks and to stabilize equipment. Pump motors shall be inspected during operation for excessive noise and vibration.

C-2.12.2.13 Valves and Valve Motor Operators (Q): The Contractor shall inspect and perform preventive/operator maintenance on all types of valves (gate, ball, globe, plug (both lubricated and non-lubricated), check, and double block and bleed). The Contractor shall inspect, clean, lubricate as needed, and operate/actuate each system valve to ensure proper function. Motor operators shall be inspected, cleaned/lubricated as needed and actuated to ensure proper operation.

C-2.12.2.13.1 Valve Sub-Assemblies (C): Flow control valves with pilot, solenoid, and pressure relief control assemblies shall be monitored on a continuous basis. Discrepancies such as erratic performance or valve failure shall be documented and reported to the appropriate work center via the COR.

C-2.12.2.13.2 Miscellaneous Small Valves (C): Miscellaneous small valves, all types less than 1.5 inches, shall be monitored continuously. Noted discrepancies shall be recorded and the Contractor shall undertake the work necessary to repair or replace such valves found to be defective. See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.14 Filter Separators and Monitors (C): The Contractor shall inspect/monitor filter separator and fuel monitor vessels and components, i.e., sight gauges, flow indicators, and air eliminators continuously. Systems shall be inspected, water drained, differential pressure readings recorded, and components calibrated/tested as outlined by applicable manufacturer's pamphlets, industry standards, and military specifications.

C-2.12.2.14.1 Element Changes: In addition to the normal PM process, the Contractor shall be responsible for physically changing filter separator and fuel monitor elements, and maintaining the filter/monitor vessels, i.e., replace worn components such as gaskets, spacers, washers, and other minor parts. The Contractor shall control and prepare used elements for disposal in accordance with local environmental regulations. See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.14.2 Other Filters: Small in-line filters, dispensing pump filters for instance, shall be monitored for time and throughput and replaced in accordance with manufacturer's recommendations. See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.15 Relaxation Chambers (C): The Contractor shall inspect relaxation chambers for stress fractures, leaks, and operation of the components attached. Pressure/thermal relief valves, pressure gauges, inlet/outlet control valves, and other components as may be installed shall be monitored, tested, or calibrated as required for the specific component.

C-2.12.2.16 Strainers (All Types) (M): The Contractor shall inspect and clean system strainers monthly or more often as may be deemed necessary by system condition, flow, and pressure indicators. Defective strainers shall be replaced as necessary. See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.17 Meters (S): The Contractor shall monitor meters on a continuing basis. All meters shall be calibrated semiannually, when a meter is suspected to be out of calibration, whenever a meter is serviced, or when a meter has been damaged.

C-2.12.2.17.1 Calibration Standards: The Contractor shall calibrate meters or arrange to have calibrations performed by an agent that is trained to perform such work. Calibrations shall be performed as part of the Navy Calibration and Metrology program and traceable to National Institute of Standards and Technology (NIST) standards. The Contractor shall maintain a log of all calibrations performed. This log should be available for inspection by the COR on request.

C-2.12.2.18 Gauges (Pressure, Differential, and Vacuum) (A): The Contractor shall inspect gauges continuously and as part of the scheduled PM program. The Contractor shall remove, calibrate or arrange to have calibrations performed by an agent certified for such work, and replace all such gauges in accordance with NAVFAC MO-230 (see the NIST standard noted above). See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.19 Pressure/Thermal Relief Valves (A): The Contractor shall monitor all installed pressure/thermal relief valves as part of its daily inspection program. As scheduled, the Contractor shall remove, bench test, and replace pressure/thermal relief valves in accordance with NAVFAC MO-230 or the manufacturer's recommendations.

C-2.12.2.20 Piping/Pipelines (A): The Contractor shall monitor piping and pipeline systems, to include all types of expansion joints, continuously. Active cross-country pipelines and pipelines outside of fuel management compounds, shall be monitored by line patrol. All piping shall be identified in accordance with the most current MIL-STD-161, and inspected and maintained in accordance with NAVFAC MO-230. The Contractor shall be responsible for spot painting/remarking of lines, keeping pipelines free of water/solids through low point drains, and keeping line/valve pits clean and dry. The Contractor shall maintain the pipeline right-of-way as outlined in [Section C-2.1.2.2.3, Ground](#).

C-2.12.2.20.1 Pipelines Repairs: The Government will be responsible for pipeline replacement, major repairs, and annual hydrostatic testing of all lines. After any testing/repair action, the Contractor shall inspect, pressurize, and re-inspect the affected lines to ensure the integrity of the line and repairs performed before returning the pipeline to service.

C-2.12.2.21 Loading Arms, Pantographs, and Nozzles (Q): Inspect and maintain all loading arms, pantographs, and nozzles in accordance NAVFAC MO-230.

C-2.12.2.22 Couplers, Connectors, and Swivels (Q): The Contractor shall inspect and monitor all such fixtures, to include quick disconnect and emergency dry breakaway couplers. Leaks, wet spots, erratic mechanical operation, and the need for excessive force to operate such equipment shall be documented and reported to the appropriate work center for repairs. See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.23 Hoses (All Types) (A): Fuel hoses normally detached after an operation shall be drained, capped, and properly stored and protected from the elements after each use. Attached hoses, such as those at a fillstand, shall be properly stored and protected to the maximum extent possible. All hoses shall be inspected for cuts, abrasions, general wear and tear, and fitting/swedge movement continuously. See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.23.1 Testing (A): The Contractor shall test and mark hoses as outlined in NAVFAC MO 230.

C-2.12.2.24 Pits (M): The Contractor shall keep all pipeline and component pits clean and free of debris, water, and fuel. The Contractor shall remove any water and/or fuel that may accumulate in pits and shall periodically air pits to reduce/prevent corrosion. Should any pit appear to contain excessive fuel or fuel vapors, the Contractor shall inspect all pipeline connections (flanges), valves, and controls, to locate and correct the problem or forward a work request to the appropriate work center via the COR. Appropriate confined space safety measures shall be observed.

Note

Pits known to be less than watertight shall be identified, marked, and monitored continuously.

C-2.12.2.25 Manifolds (M): The Contractor shall inspect manifolds for leaks and general condition of equipment as part of its daily inspection process. The Contractor shall perform preventive and operator maintenance to including, but not necessarily limited to, the calibration of gauges, the actuation of valves, the tightening of nuts, bolts, and screws, and spot painting. The Contractor shall keep manifolds areas clean, free of debris, and vegetation controlled as outlined in [Section C-2.11.3](#).

C-2.12.2.26 Pier Facilities (Piping, Risers, and Valves) (Q): Pier fuel facilities, piping, risers, connectors, valves, and gauges, shall be inspected on a continuous basis. Pressure/thermal relief valves, pressure gauges, valves, and other components as may be installed shall be monitored, inspected, tested, and calibrated as outlined for the specific type of component installed.

C-2.12.2.27 Pier Loading Arms (S): Pier loading arms are not applicable under this contract.

C-2.12.2.28 Truck Fillstands (Q): Fillstand(s) shall be inspected on a continuous basis for leaks, faulty components, loose connections, and filters/monitor differential pressure readings. The Contractor shall perform all preventive maintenance that may include replacing ground wires, clamps and plugs, replacing seals, gaskets, replacing burned out lights, and the cleaning of strainers. The Contractor shall also accomplish corrosion control and spot painting of fillstand facilities. See other sections regarding the inspection, preventive/operator maintenance, and calibration of specific components of the fillstand. See [Section C-3.4.1.8](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.28.1 Sensing Systems (C): Overfill protection and grounding systems, i.e., Scully and OPW overfill protection, and Scully Ground Hog grounding system shall be monitored on a continuing base. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.12.2.28.2 Housekeeping (C): The Contractor shall ensure the area is clean and that the fillstand containment area is free of water and product residue.

C-2.12.2.29 Oil/Water Separator System (M): The Contractor shall visually inspect and measure the contents of oil/water separators. Gauge readings and noted discrepancies shall be documented and reported to the appropriate work center via the COR. Oil/water separator systems are maintained by Public Works.

C-2.12.2.30 Cathodic Protection System (M): Cathodic protection systems are maintained by Public Works.

C-2.12.2.31 Electrical Bonds, Grounds, and Insulators (M): Electrical bonds shall be checked for continuity of current flow, static grounds for resistance, and insulators for non-flow of current. Inspection and checks shall be made as outlined by NAVFAC MO-230 and records of readings maintained.

C-2.12.2.31.1 Bulk Storage Tanks (Q): Tank grounding shall be inspected quarterly. Visually inspect the ground connections around the periphery of the base, tighten loose connections, clean corroded connections.

C-2.12.2.32 Shower and Eyewash Stations (W): The Contractor shall inspect and test shower and eyewash stations for proper function.

C-2.12.2.33 Corrosion Control and Painting (C): The Contractor shall perform corrosion control and minor painting (of those systems requiring painting) as part of housekeeping. Minor/spot painting consists of preparing, applying primer, and repainting small surfaces areas (a square yard of flat surface or 6 linear feet of 6 inch piping) and small components, i.e., valves, strainer, and motors, to protect surfaces from corrosion and to preserve appearances. The application of color code bands as outlined in Military Standard, Identification Methods for Bulk Petroleum Products Systems, MIL-STD-161, shall also be accomplished by the Contractor.

C-2.12.2.33.1 Large Surfaces: The Contractor will not be required to paint large vertical surfaces such as buildings and tanks or entire pipeline systems.

C-2.12.2.33.2 Materials Used: Paint and primer used shall be an oil base type suitable for use on metal and exterior surfaces and shall be matching or compatible with the existing paint scheme.

C-2.12.2.34 Spill Remediation Kits (C): Spill remediation kits of all sizes and types shall be inspected and monitored continuously. The Contractor shall furnish replacement supplies/kit components. See [Section C-3.4](#) regarding the provisioning of spares, replacement parts, and small components.

C-2.12.2.35 Service Station Facilities (C): Service station facilities are not applicable under this contract.

C-2.12.2.35 AFFF Facilities/Systems (C): The Contractor shall monitor AFFF facilities/systems continuously. Noted discrepancies shall be reported to the Fire Department via the COR.

- **Requirement.** Inspect and maintain fuel facilities and equipment so as to be fully capable of performing all scheduled product receipt and delivery operations and/or respond to non-scheduled service requests received by the dispatch center. Operate system for the days/hours specified herein to provide the customer with quality products and services in a safe and timely manner. Capture workload data and maintain records that fully summarize work accomplished in terms of time, cost, and materials. Advise the Government of any circumstance that may result in the inability to perform the required services in a timely manner.
- **Minimum Performance Standards:**
 - ✓ Assigned system operators qualified and knowledgeable of inspection and maintenance requirements. Training records current
 - ✓ Facilities, structures, equipment, and grounds maintained so as to present a clean and orderly appearance and a safe work environment
 - ✓ Facility, system, and equipment reference files maintained and current
 - ✓ The Preventive Maintenance (PM) program installed, maintained and current
 - ✓ Preventive/operator maintenance performed as scheduled/required
 - ✓ Preventive/operator inspections and maintenance fully documented
 - ✓ Maintenance beyond normal PM/operator programs documented and reported to the COR

C-2.13 Training and Records Keeping

C-2.13.1 Training Plan and Program: The Contractor shall establish and maintain a training program that is acceptable to the Government. The plan, both summary and final, shall be provided to the Government as outlined in [Section C-1.4.11](#). On acceptance, the complete training plan shall become a part of the contract. The training plan/program shall ensure that all contract personnel receive training ranging from initial employee indoctrination to fuel safety and environmental issues as may be outlined in but not necessarily limited to in the following table. Training shall be fully documented within each individuals training record. The Personnel Qualification Standard (PQS) for Aviation Fuel Operations Ashore, NAVEDTRA 43288A, shall be used as the core training record for all fuel personnel respectively.

C-2.13.2 Training Monitor: The Contractor shall appoint a responsible individual the collateral duty of Training Monitor, the primary point of contact regarding training and records keeping issues.

C-2.13.3 Training Records: Training records shall be kept current and information posted thereto as training occurs. Training records shall be made available to the Government on request. All training documents or a complete copy thereof, excluding proprietary company information, shall be provided without cost to an employee on termination of duties with the contractor.

Table 17 Training Requirements

Training ⁽¹⁾
Base Driver Training and Familiarization to include Flightline Operations
Fire Prevention and Control
Confined Space Entry (as applicable)
Protection of the Environmental
Facility Response Plan (FRP)
Hazardous Communication
Hazardous Waste Operations and Emergency Response
Lock-Out/Tag-Out Procedures
Safe Transportation of Hazardous Materials
Fuel System Safety
Fuels Automated System (FAS)
Other training, i.e., Marine Terminal Operator, as may be required by state and local agencies and defined by the contracted activity.

(1) Except as may be specified by other sections of this contract, the government is not obligated to train or provide training to contract personnel. However, incidental training as may be mandated by the base and provided without cost to the Contractor, i.e., fire prevention or base/flightline familiarization, shall be fully documented within an employee's training record.

- **Requirement:** The Contractor shall continually develop and train personnel to enhance work habits and improve skills applicable to the petroleum management mission. Training relevant to equipment operation, product handling and safety procedures, quality and quantity determination, environmental protection, and administrative/accounting functions shall be provided as applicable. The Contractor shall advise the Government of any circumstance that may result in the inability to perform the required services.
- **Minimum Performance Standards.**
 - ✓ The Contractor's Training Monitor identified
 - ✓ A complete and current copy of the contract Training Plan readily available to the Government on request
 - ✓ One hundred percent compliance with the government accepted training standards
 - ✓ All training records complete and annotated regarding required training as outline in the training plan
 - ✓ Training materials, literature, documents, aids, and information readily available to all personnel

C-2.14 Safety Program

C-2.14.1 Safety Plan: As noted in [Section C-1.4.9](#), Fuel Safety, the Contractor shall publish and maintain a comprehensive fuel safety program that complies with applicable Federal, state, and local laws and Navy instructions and regulations. The following table lists those safety plans/topics to be provided by the Contractor and Government plans to be incorporated in the Contractor's final safety plan. On acceptance, the safety plan shall become a part of the contract.

C-2.14.2 Safety Monitor: The Contractor shall appoint a responsible individual the collateral duty of Safety Program Monitor, the primary point of contact regarding the Contractor's safety program.

C-2.14.3 Safety Materials: A copy of the safety plan supported by applicable safety literature, training aids, and other safety training materials shall be made available to contract employees.

Table 18 Safety Plan

Safety
Industrial Hygiene Plan (Physical survey performed by the Government.)
Confined Space Entry Plan (Provided by the Contractor as applicable.)
Disaster Preparedness Plan (Provided by the Government.)
Fire Prevention and Protection Plan (Provide for all Contractor used and controlled systems and facilities.)
Hazardous Waste Operations and Emergency Response Plan (Provided by the Government.)
Safety and Health Standards Plan

- **Requirement:** Establish a comprehensive safety program and publish a safety plan. Train personnel to recognize potential hazards, avoid exposure to danger, and to develop safe working habits and skills applicable to petroleum related operations so as to minimize disruptions to customer support. The Contractor shall advise the Government of any circumstance that may result in the inability to perform the required services.
- **Minimum Performance Standards:**
 - ✓ The Contract's Safety Plan available to the Government and contract personnel
 - ✓ All safety materials, training aids and documents readily available to contract personnel
 - ✓ Contractor safety monitor appointed
 - ✓ One hundred percent documentation and compliance with government approved safety plans
 - ✓ One hundred percent documentation verifying all operations are conducted in accordance with government approved procedures

C-2.15 Environmental Protection

C-2.15.1 Compliance: The Contractor shall comply with Section I, Clause I180, *Clean Air and Water (April 1984)* and, as outlined by [Section C-1.4.4](#), shall publish a comprehensive environmental plan that complies with and compliments the Government provided environmental plans listed in the following table. The Contractor shall be fully responsible for compliance with all environmental code, regulation, and laws in effect at the time of contract start and shall comply with all additions, changes, and revisions as may become effective during the contract period.

C-2.15.2 Permits and Licenses: Environmental permits and licenses required for the operation of Government fuel facilities will be obtained by and kept on file by the Government.

C-2.15.3 Training: The environmental training listed in [Section C-2-13](#) or as may be relevant to the requirements of this section and the plans outlined shall be the responsibility of the Contractor.

C-2.15.4 Assignments: The Spill Prevention Control and Countermeasures (SPCC) plan may designate contract personnel to serve as the On Scene Coordinator (OSC) relevant to fuel facilities under the control of the Contractor and outlined herein. In addition, fuel dispatchers may be designated as the contract fuels management Initial Point Of Contract (IPOC) regarding fuel spills within the fuel management areas under the control of the Contractor, or actions relevant to operations involving contract personnel. In concert with the base environmental goals, the Contractor shall train personnel regarding all required duties relevant to the assigned tasks.

Table 19 Environmental Protection

Environmental	
EPA Hazardous Waste Management System	40 CFR, Chapter 1, Part 260
Facility/Emergency Response Plan (OPA 90)	33 CFR 154, 40 CFR 112, 49 CFR 194
National Pollutant Discharge Elimination System (NPDES) Permit Plan	40 CFR, Chapter 1, Part 122
Oil Pollution Prevention Operations Manual	33 CFR 154
Spill Prevention Control and Countermeasures (SPCC) Plan	40 CFR, Chapter 1, Part 112
List state/local requirements or indicate "No specific state/local requirements."	

- **Requirement:** Publish an environmental protection plan and train, assign, and task personnel to take all required and necessary actions to prevent, control, or abate environmental pollution relative to the fuel facilities, activities, and programs under the Contractor's control and responsibility. The Contractor shall advise the Government of any circumstance that may result in the inability to perform the required services.
- **Minimum Performance Standards:**
 - ✓ Contractor Environmental Protection plan on hand and available to the Government on request
 - ✓ As applicable, Facilities Response Plan IPOC assigned and trained regarding responsibilities
 - ✓ As applicable, Facilities Response Plan OSC assigned and trained regarding responsibilities
 - ✓ One hundred percent compliance with environmental laws, regulations, and government environmental documents.
 - ✓ Notice of Violation forwarded to the COR

C-2.16 Security

C-2.16.1 General: Under the guidelines of the most current *OPNAVINST 5530.14, Navy Physical Security*, the Contractor shall be responsible for implementing the administrative and physical security measures necessary and required to protect Government facilities, vehicles, equipment, products, materials, and systems, as well as, contractor owned vehicles, equipment, tools, and supplies. The Contractor shall provide all labor, vehicles, equipment, materials, and supplies necessary to manage and protect all the areas under its control. The contractor's security plan, see [Section C-1.4.10](#), shall outline policy, guidance, and procedures regarding facility access controls and visitor logs, lock and key controls, random patrols of fuel management facilities and pipelines, ADP security, and other measures as may be relevant to NAS Kingsville.

C-2.16.2 ADP Security: The contractor shall comply with all ADP security measures and requirements for Government computer systems.

C-2.16.3 Physical Barriers: The Government will provide and maintain the physical security barriers, i.e., walls, fences, lighting, and alarms as may be necessary to protect property.

C-2.16.4 Patrols and Guards: Except for the personnel requirements noted within this section, contractor furnished security guards are not required.

C-2.16.5 Monitoring/Reporting: The contractor shall perform and document end-of-day facility inspections to ensure all systems are secure to the extent of the physical barriers provided. During the normal duty hours reflected in [Table 1](#), unmanned fuel facilities shall be randomly inspected at least every four hours. Noted facility, physical barrier, and lighting discrepancies shall be reported as are outlined in [Section C-2.12](#), Preventive Maintenance. The Government will perform after hour drive-by security inspections.

Table 20 Security Measures

Security
ADP security, user accounts and passwords, obtained for Government computer system users.
Maintain controlled access to Government facilities under the Contractor's control.
Secure all gates, buildings, facilities, and systems when not in use.
Establish and maintain a key security and lock control system.
Maintain visitors logs.
Perform and document random security checks/patrols of areas not normally occupied beyond normal duty hours.

- **Requirement:** In concert with the local vulnerability assessment, the threat condition established, and to the extent of the physical barriers and systems provided, the Contractor shall act to ensure that all Government/Contractor facilities, equipment, materials, supplies, products, and computer systems over which the Contractor maintains control are physically secure. The Contractor shall advise the Government of any circumstance that may result in the inability to perform the required services.
- **Minimum Performance Standards:**
 - ✓ Level of security comparable to the established threat condition
 - ✓ Security plan and requirements documented and files maintained
 - ✓ Key and lock system established and controlled
 - ✓ Visitor logs maintained
 - ✓ Random security inspections performed and documented
 - ✓ Facility inspections performed to ensure security systems are functional. Noted discrepancies reported
 - ✓ Government computer systems used only by personnel who are cleared and provided password access

C-2.17 Property Inventory and Accountability

C-2.17.1 Joint Inventory: At contract turnover as outlined in [Section C-1.5](#), representatives of the Contractor and Government will conduct a joint inventory of all Government furnished facilities, systems, equipment, supplies, and other property to be furnished by the Government to the Contractor. They will jointly validate the list of facilities, fuel systems, equipment, and components listed in [Appendix A](#), and update the appendix to fully account for Government assets to be placed under the care and control of the Contractor. They will also update and jointly validate [Appendix B](#) to provide an inventory of all other Government furnished minor property.

C-2.17.2 Disposition of Government Property: The Government reserves the right to dispose of any excess or unserviceable facilities, equipment, components, parts, materials, supplies, or other items furnished at any time over the course of the contract. The Government will replace items critical to the Contractor's performance or the Contractor may be tasked under [Section C-4.2](#) to provide replacement items or procure repairs. Furthermore, the Government reserves the right to dispose of any excess or unserviceable common use items such as office and rest area furniture, decorative pieces, and appliances such as coffee machines, microwave ovens, and refrigerators without replacement. Items as may be provided by the Contractor shall be removed from the base or otherwise disposed of at the end of the Contract. All facilities, equipment, components, parts, materials, supplies, or other items furnished by the Government to the Contractor shall be returned to the Government in as good a condition as received, allowing for normal wear and tear.

C-2.17.3 Annual Property Inventory: As outlined in [Section I, Clause I114, Government Property \(Fixed-Price Contracts\)](#), the Contractor shall account for all properties, maintain records, and submit a report of Government Furnished Equipment/Property in the custody of the Contractor, annually, as of the anniversary of the contract. The report shall be forwarded to the COR not later than 30 days from the anniversary date each year of the contract. The Contractor's report shall provide a complete inventory of Government-furnished property under its custody. The Contractor shall identify all property deleted and received since the preparation of the last inventory and provide copies of source documents, i. e., Contractor/vendors invoices, for each item of Government-furnished property. As applicable, Appendix A and B shall be updated by the Contractor.

C-2.18 Use of Government Facilities

C-2.18.1 General: The Contractor shall not permit or authorize personnel to store, repair, or care for personal property such as boats, motor vehicles, recreational vehicles, trailers, motorcycles, etc., on Government property under Contractor control. Likewise, the Contractor shall not use Government property, facilities, or buildings for the storage or repair of Contractor-owned vehicles and equipment not specified or provided within this contract.

C-2.18.2 Parking: The parking of personal vehicles used for transportation to and from work will be permitted in designated vehicle parking areas during normal working hours.

C-3.0 CONTRACTOR-FURNISHED EQUIPMENT

C-3.1 Vehicles

C-3.1.1 General: The Contractor shall ensure that all the vehicles, equipment, tools, supplies, and services specified, required and necessary for the normal and continuous safe operation, maintenance, and inspection, calibration and upkeep of the facilities and equipment identified herein are provided. All tools, equipment, instruments, devices, parts, and supplies not otherwise specified as Government furnished but directly or indirectly called for within this contract or references cited, shall be provided by the Contractor. The Contractor shall provide the vehicles necessary to meet the workloads identified herein within the response times outlined in [Section C-2.2.2.2, Response](#), for the petroleum related operations specified in [Table 1, Hours of Operation](#). All equipment shall be maintained in a fully serviceable condition by the Contractor and shall be fully capable of safely performing the tasks for which they are designed. Vehicles provided to an activity at contract start shall not be replaced or removed from the base without written notification to and approval by the Government. Standby or spare vehicles not specified or required herein but presented for use on station shall pass all inspections applicable to the equivalent type of equipment provided under this contract.

C-3.2.1 Prime Mover, Trucks and Tractors

C-3.2.1.1 General: Truck and tractor chassis provided under this contract shall not be more than eight (8) model years of age at the start date of the contract. Truck and tractor chassis shall be of a standard, first class commercial design equipped and sized to tow/carry the load to which it will be subjected. Subject to the minimum cargo tank capacity set forth in [Section C-3.2.2.1.1, Cargo Tank Capacity](#), loading on any axle or set of axles shall not exceed the manufactures gross vehicle working rate (GVWR)/limitations or documented re-rated load specifications. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code. Except as specifically modified herein, each truck/tractor shall be configured and maintained to meet the requirements set forth in [49 CFR, Chap III, Sub-Chap B, Part 393, Parts and Accessories Necessary for Safe Operation](#). All tractors of the same class shall be interchangeable with all trailers of the same class without modification to the tractor or trailer.

C-3.2.1.2 Safety/Environmental: The Contractor shall maintain trucks and tractors so that entry of carbon monoxide and noxious fumes into the vehicle cab is minimized. Rubber boots around pedals and levers shall be in tact and tight fitting. Grommets in holes through the firewall shall fit snugly. Holes in the floor panels, firewall, or elsewhere within the cab shall be repaired/closed. Heater and fresh air intakes shall be remote from the exhaust discharge. Exhaust systems shall be inspected and repaired or replaced as necessary. Engine oil and fluids shall be controlled (leaks repaired) so as to prevent the spillage of fluids anywhere.

C-3.2.1.3 Radios: The Contractor shall provide the radios described in [Section C-3.4.1.1, Radios](#). The ignition system of all Contractor vehicles shall be equipped with devices designed to minimize radio interference.

C-3.2.1.4 Electrical Wiring and Lights: All wiring beyond the rear of the truck or tractor cab shall be of adequate size to provide the required current-carrying capacity and mechanical strength. It shall be mounted to provide protection from physical damage and contact with spilled fuel by being enclosed in a metal conduit or other oil-resistant protective covering. All circuits shall have over-current protection. Junction boxes shall be weatherproof.

C-3.2.1.5 Mirrors and Glass: All trucks and tractors shall be equipped with large, truck type exterior rear view mirrors located and mounted so as to provide the driver a clear view of the rear along both sides of the vehicle or trailer. Mirrors as well as windshields, windows, turn signals, reflectors, clearance and brake lights shall not be cracked, broken, fogged, or distorted in a way that would impede the driver's vision or prevent a clear signal to other traffic.

C-3.2.1.6 Fenders and Mudguards: Fenders and mudguards shall be installed over the wheels of the tractor to fully protect the cargo tank and pumping system. Front fenders/mudguards may be tractor or trailer mounted. Non-functional skirting and flashing is prohibited.

C-3.2.1.7 Tires: Unless specific tire requirements are established by the Commanding Officer, [49 CFR, Chap III, Sub-Chap B, Part 393, Sub-Part G](#) applies. However, non-FOD tire may be mounted at the Contractors discretion.

C-3.2.1.8 Exhaust: The exhaust system of all trucks/tractors shall consist of a standard commercial muffler and a spark arrestor. The spark arrestor shall be approved under USDA Forest Service Standard 5100.1b as supplemented by the NWCG Spark Arrestor Guide, General Purpose and Locomotive (GP/Loco), Volume 1. The spark arrestor shall have a clean out plug. Where flexible exhaust pipe is used to absorb engine torque, a short section, not exceed 18 inches may be used. Exhaust systems shall be configured as follows:

NOTE

A spark arrestor is not required on trucks equipped with turbo diesel engines where 100 percent of the exhaust passes through the turbo unit.

C-3.2.1.8.1 Forward Mounted Fuel Components: On fuel servicing tractor/semi-trailers where fuel system components and piping are mounted on the tractor chassis or on the front of the tank over the tractor chassis, and on cargo tank motor vehicles where components are mounted on the chassis between the cab and the tank or along the chassis under the tank behind the cab, the muffler and spark arrestor shall be mounted at the front of the engine with the exhaust outlet directed toward and exiting at the right extreme of the front bumper of the unit. The exhaust outlet shall point toward the ground at a 45-degree angle and terminate no higher than 18 inches above the ground.

C-3.2.1.8.2 Under-Trailer/Rear Mount Fuel Components: On fuel servicing equipment configured with the system components and piping mounted under the trailer and to the rear of the trailer landing gear or on the rear of the trailer or tank, a shielded commercial exhaust system as described in [NEPA 407](#) may be installed. Exhaust piping, shielded or otherwise, shall not terminal under the truck/tractor cab or anywhere between the chassis frame rails.

C-3.2.1.9 Painting and Marking: Contractor vehicles, excluding utility vehicles, shall be painted and marked in accordance with NAVFAC P-300. All vehicles shall be free of rusted areas, running rust, flaking paint, and excessive paint oxidation. Contractor vehicles shall be completely repainted when touch up painting exceeds 20 percent of the vehicle's surface. Faded, non-reflective, and obscure stencils, placards, and logos shall be replaced.

C-3.2.1.9.1 Placards: A DOT placard applicable to the grade of product being transported shall be placed on the left quarter of the front bumper. A placard holder or rigid plate to which the placard is mounted may be used for the bumper mounting. See sections applicable to the cargo tank for side and rear placard requirements.

C-3.2.1.9.2 Company Logo: Truck/tractor doors shall be marked with a permanently affixed company name or logo. The name or logo shall be applied in a professional manner, reflective of company pride and professionalism. Stenciled or spray painted logos or magnetic placards shall not be used.

C-3.2.1.10 Spill Remediation Kit: Each Contractor truck/tractor shall be equipped with a 10-gallon spill clean up/remediation kit that is protected from the elements but readily available to the vehicle operator.

C-3.2.1.11 Equipment Controls: Except to operate the clutch, set the transmission in the appropriate gear, and engage the PTO, all pump system controls and effort necessary to observe or operate those controls and the pumping system shall be from the operator position outside the cab of the vehicle being operated. Once the unit is set to operate, the drive shall not be required to re-enter the truck cab except in an emergency or to disengage the PTO and move the equipment from the servicing area.

C-3.2.2 Refueler

C-3.2.2.1 General: Contractor provided refuelers (fuel-servicing trucks/trailers configured to issue filtered product, and defuel and filter product being returned to the cargo tank) shall meet the specifications outlined herein. The design and construction of new refuelers shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Refueler components shall be applied in accordance with the most current edition of [NFPA 407, Standards for Aircraft Fuel Servicing](#); however, see [NAVAIR 00-80T-109, Aircraft Refueling NATOPS Manual, Chapter 11](#), with regard to the use of COMNAVAIRAIRSYSCOM approved components. Should a conflict between specifications arise, the more stringent or restrictive requirement shall apply. Except for the PTO mounted hydraulic pump and the tractor to trailer electrical, air, and hydraulic lines, all components shall be contiguous to the cargo tank/frame (semi-trailers), or the entire prime mover/refueler shall be a cargo motor tank. A hydraulic cooling system, if installed, may be tractor or trailer mounted. Regardless of the refueler/truck configuration, all hoses and connections, i.e., servicing hoses, recirculation, bottom loading, and defuel connections, overflow protection devices, grounds, deadman controls, or otherwise shall be located on the left or drivers side of the vehicle.

NOTE

The Government reserves the right to designate the grade of product to be held in and dispensed from any or all Contractor fuel servicing vehicles. Reasonable costs associated with product changes directed by the Government will be borne by the Government.

C-3.2.2.2 Cargo Tank: Cargo tanks, not to exceed twelve (12) years of age at the start of the contract, shall be constructed of aluminum or stainless steel. New tank construction shall conform to DOT 406 specifications as outlined in the [CFR Title 49, Transportation](#); however, used cargo tanks constructed to MC 306 specifications are acceptable. Unless specified otherwise, the provisions of [49 CFR 178](#) and the most current subpart applicable to specification DOT 406 or MC 306 apply. Furthermore, all referenced guidelines for the construction, use of materials, inspections, certifications, marking, and stamping of cargo tanks or components thereof, also apply. The cargo tank shall be one compartment with the appropriate baffles. Each baffle shall be open at the baffle/tank top to allow venting between all baffled areas at the 600 GPM fill rate. Openings at the baffle bottom/tank floor shall allow the flow of lading to the tank suction point at the 300 GPM issue rate. The entire tank shall drain completely to a low point. The tank shall be designed so that all portions are accessible for inspection, cleaning, and maintenance. Each cargo tank shall be marked with a specification and nameplate as outlined in [49 CFR 178](#). In addition, [49 CFR, Part 180, Subpart A, General, and Subpart E, Qualification and Maintenance of Cargo Tanks](#) shall apply.

NOTE

MC 302, 303, or 305 specification tanks will not be considered under this contract.

C-3.2.2.2.1 Cargo Tank Capacity: Cargo tanks provided shall have a **minimum capacity of 8000-gallons** plus the appropriate expansion space. Unless specified otherwise, cargo tanks shall be filled to capacity. Loading on any axle or set of axles shall not exceed the manufacturer's gross vehicle working rate (GVWR)/limitations or documented re-rated load specifications. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code.

NOTE

All fuel servicing trucks and tractor/trailer combinations shall be filled to capacity with JP5/8 or a fluid of equivalent weight. Certified weight documents and manufacturer's documents regarding weight specifications, exceptions, limitations, or re-rating of axles shall be presented at the time of the equipment inspection, [Section C-3.3.3, Equipment Inspection](#).

C-3.2.2.2.2 Sacrificial Devices: As outlined in [49 CFR 178-345-8 and 346-8](#), any piping that extends beyond the accident damage protection must be equipped with an emergency stop valve and a sacrificial device such as a shear section. Shear sections shall conform to the specifications of TTMA RP 86-98 as tested in accordance with the procedures set forth in TTMA 84-98.

C-3.2.2.3 Tank Venting: In addition to pressure and vacuum devices required under specification MC 306 and DOT 406, the cargo tank shall be equipped with a positive venting system rated at the 600 GPM bottom loading flow rate. The system shall open automatically when the unit is set for the movement of product into or out of the cargo tank.

C-3.2.2.4 Overfill Protection: Each cargo tank shall be equipped with an overfill protection device, system or equipment compatible with that installed on the petroleum system (fillstands) to be used. The refueler connection/receptacle that mates with the fillstand cable/connector shall be firmly mounted near the bottom-loading receptacle and may incorporate the anti-drive away feature required under [Section C-3.2.2.6.1](#). Any wiring between the receptacle and the tank probe shall be encased as required by [Section C-3.2.1.4](#). Any system installed/used shall be fully functional in the defuel mode and capable of being tested during equipment inspections. For probe type overfill protection systems, i.e., Scully and OPW, a minimum of three [portable devices](#), fully compatible with the tank mounted system connection, shall be furnished by the Contractor to be used for short-term emergencies. If the contracted activity fillstand system is not equipped with an overfill protection device, system, or equipment, the Contractor shall provide fuel servicing trucks equipped with a overfill protection system that is integral to the cargo tank/refueler. That system shall stop the flow of product to the cargo tank completely at the designated full tank level.

C-3.2.2.5 Low Point Drain: The cargo tank shall be configured with an internal self-closing stop-valve at the lowest point(s) of the cargo tank to facilitate low point/complete draining of the tank. Piping/tubing necessary to make the drain point readily accessible without having to crawling under any portion of the refueler shall be installed and terminate with an additional control valve. A cable/pull handle mechanism used to open the self-closing low point drain valve shall be installed and terminate at or near the low point drain and shall be clearly marked "LOW POINT DRAIN."

C-3.2.2.6 Piping: System piping shall be designed and installed to facilitate complete drainage of the cargo tank. Piping sections subjected to excessive movement during operation, shall be firmly mounted or braced, and fully protected by grommets where it passes through sheet metal frames or bulkheads. The pump and bottom loading system piping shall be constructed of schedule 40 aluminum or schedule 5 stainless steel.

NOTE

Refuelers configured with permanently installed tank to tractor-tractor to tank product transfer or "belly hoses" will not be considered for use under this contract.

C-3.2.2.6.1 Bottom Loading: Cargo tanks shall be configured to bottom load at 600 GPM. The bottom loading system shall consist of a standard D-1 receptacle with dust cover and manual shutoff valve. An anti-drive away device/system, one that will prevent the movement of the unit as long as a nozzle is connected to the bottom-loading receptacle, shall be incorporated in the bottom loading system.

NOTE

In those states requiring vapor recovery, a vapor recovery system shall be installed on refuelers dispensing volatile products, i.e., automotive and aviation gasoline.

C-3.2.2.6.2 Recirculation: All fuel servicing hoses shall be capable of being recirculated. The recirculation system shall be capable of flow rates equal to the size and type of hose system being tested. Product shall be drawn from the main tank valve/suction point, circulated throughout the entire fuel system and hose(s) and returned to the tank at a separate tank fitting remote to the suction point, see [NAVAIR 00-80T-109, Aircraft Refueling NATOPS Manual, Figure 11.5](#). The bottom-loading system may serve as the recirculation point if the return to the cargo tank is remote to the pump suction point.

C-3.2.2.7 Defueling: Each refueler shall be capable of defueling at 50 GPM at ground level. The defuel connection shall consist of a one and one-half inch (1½") quick disconnect adapter (male fitting) and dust cap, a control valve mounted at or near the defuel connection, and a line strainer. The strainer screen shall be readily removable for cleaning and inspection without interference with or removal of other components. Each refueler shall be configured so that all product defueled is filtered and passes through the relaxation chamber prior to returning to the cargo tank.

C-3.2.2.8 Pumping System: The pumping system, not to exceed twelve (12) years of age at the start of the contract, shall consist of pumps, piping, connectors, valves, and other hardware identified herein. The pump system shall provide for a low flow rate, 0 to 100 GPM via overwing nozzle, and high flow, 0 to 300 GPM via the underwing (single point) nozzle. The pump system shall be adjustable so that fuel pressure measured at the underwing nozzle does not exceed 50 PSI at the 300 GPM during aircraft refueling. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level. All metals downstream of, and including the filter/separator, that are exposed to the fuel, shall be non-ferric or stainless steel material. Internally coated piping and components are not acceptable.

C-3.2.2.8.1 Flow Control: A calibrated pump pressure gauge, the differential gauges noted in [Section C-3.2.2.9.1](#), and a throttle or rate of flow control mechanism that can be set or locked in position shall be centrally mounted outside the truck cab so they can be read/operated from the equipment operator's position. The pump pressure gauge shall be marked to indicate maximum servicing/operating range and clearly labeled as to its function.

C-3.2.2.8.2 Performance: Unless otherwise stated, refuelers shall be capable of dispensing product at 0 to 100 GPM through a 1½ inch by 50 foot (1½" X 50') fuel servicing hose and a 1½ inch overwing servicing nozzle or 0 to 300 GPM through a 2 inch by 50 foot (2" X 50') fuel servicing hose, dry breakaway coupler, 55 PSI hose end pressure regulator, and an underwing (single point) servicing nozzle as measured independently at the equipment recirculation or bottom loading point. Pumping systems, thus configured shall be capable of sustained flow at the rates noted until the cargo tank is empty or pump suction/prime is lost.

C-3.2.2.8.3 Emergency Controls: In addition to the main tank valve control mechanism, generally installed at or near the tank center, emergency shutdown devices shall be installed at the left front and right rear of the cargo tank. All emergency control mechanisms shall be unobstructed, readily identifiable, easily operated, and clearly marked **EMERGENCY SHUTOFF** with directions to **PUSH, PULL, CLOSE, or BREAK** and a directional arrow, if necessary, in two-inch white lettering on a red background. Systems equipped with break off type devices (those that release air pressure to shutdown the system) shall incorporate a means of testing the system. Fusible plugs or links incorporated into the emergency shutdown system shall not be painted.

C-3.2.2.9 Filter Separator: A three-stage filter/separator configured with coalescer elements, separator elements, and fuel monitor elements equivalent to that of military specification MIL-M-81380, or meeting American Petroleum Institute (API) Publication 1581, Group II, Class C standards shall be installed on each refueler. The non-ferric or stainless steel filter/separator shall be sized to meet the 300 GPM flow rate established in [Section C-3.2.2.8.2](#), and configured with the appropriate air eliminator, pressure (thermal) relief system, a water slug control valve and test mechanism, a manual sump drain, differential pressure gauges, and a sample connection. The air eliminator and pressure relief valve shall be vented to the main tank via a common line and one-way check valve to prevent back flow to the filter vessel. The water slug control valve and sump float assembly shall stop/start the flow of product when the water within the filter/separator sump reaches a predetermined level. The control valve used in conjunction with the float assembly shall include provisions that will permit manual testing of the water slug control system. The filter/separator sump drain shall be equipped with a spring-loaded ball type drain valve that is normally in the closed position. The chamber shall be designed, constructed, tested, marked, and stamped in accordance with the American Society of Mechanical Engineers (ASME) code, ASME Boiler and Pressure Vessel Code, Section VIII, Division 1.

C-3.2.2.9.1 Differential Pressure: Three (3) quality pressure differential gauges in the range specified as follows and graduated in one (1) PSI increments shall be installed so that pressure losses across the filter elements (0-25 PSI), the monitors (0-25 PSI), and the entire filter/monitor system (0-30 PSI) can be recorded separately. Each gauge shall be calibrated and set to read at least zero under normal pumping conditions when new filter/monitor elements are installed. The gauge(s) shall be mounted and labeled so as to be readily identifiable and easily monitored by the refueler operator.

C-3.2.2.10 Relaxation Chamber: Each refueler dispensing jet fuel shall be configured with a relaxation chamber, a baffled metal tank within the piping system downstream of the filter/monitor sized to the rated pumping capacity of the refueler. The chamber shall retain fuel within the chamber/tank for 30 seconds after its passage through the filter/monitor system and assure the complete turnover of product. A low point drain valve, accessible to the unit operator without crawling under any part of the truck/trailer, and an air elimination valve/line that vents to the main tank via a one-way check valve shall be installed. The chamber shall be designed, constructed, tested, marked, and stamped in accordance with the American Society of Mechanical Engineers (ASME) code, ASME Boiler and Pressure Vessel Code, Section VIII, Division 1.

C-3.2.2.11 Meter: Refuelers shall be equipped with positive displacement, temperature-compensating meters. Meters shall have an accuracy of that stated in the National Institute of Standards and Technology (NIST) Handbook 44. Meters shall be capable of being adjusted while under pressure without leakage or loss of product. Adjustment sensitivity shall be sufficiently fine to permit calibration changes in conformance to the accuracy requirements set forth above. The Contractor shall calibrate or have calibrated by a certified agent each meter semi-annually, after maintenance/servicing, when suspected of being out of tolerance, or when the meter has been damaged. Wire/lead seals shall be affixed to and secure all calibration adjustment devices. The Contractor shall mark each meter to indicate the date of calibration, and shall establish a system of records to validate calibration date markings.

C-3.2.2.12 Emergency Dry Breakaway Coupler(s): An emergency dry breakaway coupler (a piping to hose coupler that will break dry and allow the servicing unit unencumbered egress) should be installed on each underwing fuel servicing hose at the point where the hose attaches to refueling piping or hose reel.

C-3.2.2.13 Hoses: All fuel servicing hoses shall be [American Petroleum Institute \(API\) 1529, Grade 2, Type C](#) hoses marked accordingly. Unless otherwise specified, refuelers shall be configured with two hoses, a one and one-half inch by fifty-foot (1½" X 50') overwing hose, and a two-inch by fifty-foot (2" X 50') underwing hose. Where hose lengths in excess of 50 feet are required, a threaded hose connector or dry break coupler may be used providing the connector/coupler will not come in contact with any portion of the aircraft during servicing operations. Hoses shall be free of internal/external electrical bond wires. One and one-half inch (1½") hose, that is generally used as a defuel hose, shall be of the hard helix or non-collapsible type. Where two hose assemblies are attached to a common outlet or source of product, a separate control valve shall be provided for and control each hose. Filter and relaxation chamber vent hoses or tubing shall be compatible with the product being handled.

C-3.2.2.14 Hose Storage: Hose storage in the form of troughs, platforms, or hose reels shall be provided for all hoses. Hoses shall not be hung from the tank or frame. The hose storage arrangement shall be such that no sharp bends or kinks occur while hoses are stored. Hoses shall remain stowed when the vehicle is traveling over rough roads.

C-3.2.2.15 Hose-End Pressure Regulator: Refuelers shall be configured with a 55-PSI (maximum) hose-end pressure regulator attached to or as an integrated part of each underwing-servicing nozzle.

C-3.2.2.16 Nozzle(s): Aircraft fuel servicing nozzles shall conform to the specifications listed herein. Depending on the type aircraft requiring service, three types of nozzles, the underwing or D-1 single point nozzle, the overwing or gravity nozzle, and/or the closed circuit refueling (CCR) nozzle shall be used. Unless stated otherwise, refuelers shall normally be configured with an underwing and overwing type nozzle.

C-3.2.2.16.1 Underwing Nozzle: Nozzle, Pressure Fuel Servicing, Locking, Type D-1, the underwing or single point nozzles, as specified by the most current edition of Military Specification MIL-N-5877 and produced by companies listed in the most recent Quality Products List QPL-5877-XX are approved for use under this contract. Each nozzle shall be connected to the issue hose by a dry break quick disconnect coupler, and shall be equipped with a screen of 60 mesh or finer which is readily accessible without the use of tools. Each nozzle shall have a dust cover that shall be in place when fuel is not being delivered.

C-3.2.2.16.2 Overwing Nozzle: An overwing nozzle of the non-automated, non-locking type commonly used to dispense aviation fuel to aircraft shall be provided. Each nozzle shall be attached to the issue hose by a dry break, quick disconnect coupler to provide for quick nozzle change and recirculation of product within the hose as outlined in [Section C-3.2.2.6.2](#). The nozzle shall be equipped with a 60-mesh or finer screen installed in the non-flexible nozzle tube/spout. Attachments shall include a dust cap that is held in place by wire and spring system, and a permanently attached flexible bonding wire with a ground clip conforming to MIL-C-83413/7B attached near the end, and terminating with a ground plug conforming to MIL-C-83413/4

C-3.2.2.16.3 Closed-Circuit Refueling (CCR) Nozzle: Closed circuit refueling (CCR) nozzles are not required under this contract.

C-3.2.2.17 Swivels and Hose Couplings: All swivels and couplings used within the fuel system shall be the greaseless type; however, a light, hand application of grease, non-soluble in petroleum, to bearing races and bearing surfaces, is acceptable. Old, once lubricated swivels on which the lubrication channel has been plugged shall not be used. Except as specifically noted herein, i.e., the defuel stub which shall be a quick disconnect adapter, hose couplings/connections shall be of the permanent, threaded type.

C-3.2.2.18 Deadman Controls: Refuelers shall be equipped with a hand held deadman control with a connecting hose/cable installed in such a manner that it can be stored on a reel or removed and stowed when not in use. The deadman control hose/cable, located/mounted at the unit control panel, shall be of sufficient length that the operator can reach and monitor all controls, except the remote emergency shut-offs, without letting go of the deadman handle. In the underwing (single point) mode, release of the deadman control handle shall completely stop the flow of fuel within a 5 percent overshoot range (in time or gallons) of the rated capacity of the refueler, i.e., 300 GPM is equal to 15 gallons or 3 seconds. In the overwing and CCR mode, the overwing or CCR nozzle shall be considered the deadman control.

C-3.2.2.19 Static Bonding Cables: A static bonding cable shall be installed on a rewind reel with cable guide. The overall length of the static bonding cable shall be 50 feet or the length of the longest hose being used whichever is greater. The cable shall be of stranded steel (galvanized or stainless) wire rope 3/32-inch in diameter coated to 3/32-inch diameter with a petroleum-resistant plastic containing light sensitive dye. The cable shall terminate with a plug, MIL-C-83413/4, and a heavy-duty clip, MIL-C-83413/7B. Refuelers designated to "hot refuel" shall be equipped with two cable/reel assemblies.

C-3.2.2.20 Electrical Wiring and Lights: See [Section C-3.2.1.4, Electrical Wiring and Lights](#).

C-3.2.2.21 Fire Extinguishers: Each refueler shall be equipped with at least two fire extinguishers, one on the left (drivers) side readily accessible to the operator at the refueler control panel, the other on the right rear of the unit. Each extinguisher shall have an ANSI rating of not less than 20-B. Halogen extinguishers shall not be used.

C-3.2.2.22 Fenders and Mudguards: Fenders/ mudguards shall be installed over the wheels of the trailer to fully protect the cargo tank, hoses, and other equipment. Nonfunctional skirting and flashing are prohibited.

C-3.2.2.23 Tires: See [Section C-3.2.1.7](#).

C-3.2.2.24 Painting and Marking: See [Section C-3.2.1.9](#) regarding the painting and markings of trailers/cargo tanks.

C-3.2.2.24.1 Alignment of Stencils: Reflective stencils as outlined in NAVFAC P-300, shall be applied and positioned in a precise manner. Cargo tank side stencils shall read left to right and be proportionally placed along the horizontal centerline of the cargo tank beginning 12 inches from the front bulkhead/tank weld and ending 12 inches from the rear bulkhead/tank weld. Two line stencils, i.e., NO SMOKING over WITHIN 50 FEET, shall be centered vertically on the horizontal tank centerline. Rear tank stencils reading from top to bottom shall be centered on the vertical tank centerline.

C-3.2.2.24.2 DOT Placards: DOT placards shall be placed on each side of the tank centered on and one inch below the **FLAMMABLE** stencils. A placard shall also be centered (considering lighting placement) on the right half of the rear bumper. A placard holder or a rigid plate shall be used for the bumper mounted placard versus wrapping the placard over/under or around the bumper.

C-3.2.3 Defueler

C-3.2.3.1 General. The defuel truck, a Kovatch model KM-10, 5,000-gallon motor tank truck will be provided by the Government.

C-3.2.4 Ground Fuel Delivery Trucks

C-3.2.4.1 General: The Contractor shall provide ground fuel delivery trucks (single or multiple compartment tank trucks capable of issuing and defueling ground fuels). Design and construction of new ground fuel trucks shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Components shall be applied in accordance with [NFPA 385, Standard for Tank Vehicles for Flammable and Combustible Liquids](#), specifications. Should a conflict between specifications arise, the more stringent requirement shall apply. Except as modified by the following, [Section C-3.2.2](#) applies. Components not specifically addressed do not apply.

C-3.2.4.2 Cargo Tank(s) : See [Section C-3.2.2](#) and sub-sections thereto. Baffle openings (top vent/bottom flow) may be sized to 100 GPM. The cargo tank(s) may be dual product having a **minimum capacity of 1,000 (MUR) and 1,000 gallons (LS2)** plus the appropriate expansion space, or single product tank trucks of equal or greater capacity. See [NFPA 385-90](#) regarding dual product tank separation. Unless specified otherwise, all cargo tanks shall normally be filled to capacity.

C-3.2.4.3 Tank Venting: See [Section C-3.2.2.3](#); however, venting capacity may be reduced to 100 GPM.

C-3.2.4.4 Overfill Protection: See [Section C-3.2.2.4](#).

C-3.2.4.5 Low Point Drain(s): See [Section C-3.2.2.5](#).

C-3.2.4.6 Piping: See [Section C-3.2.2.6](#). For ground fuel trucks, system piping may be configured so that product is drawn from (issue) and returned to (fill or defuel) a common point/valve.

C-3.2.4.6.1 Bottom Loading Connection(s): Ground fuel delivery trucks shall be equipped/configured for bottom loading at a minimum of 100 GPM. The type bottom-loading adapter will be determined by the grade or class of products to be loaded. Jet fuels used in lieu of diesel fuel shall be loaded through a two and one-half inch (2 1/2") single point pressure fuel-servicing adapter. Diesel fuel and gasoline shall be loaded through a [dry-break disconnect adapter](#) assembly (OPW CIVACON KAMVALOK® for example); two inch (2") for diesel fuel or one and one-half inch (1 1/2") for gasoline. Dust caps, covers, and plugs shall be provided for all systems.

NOTE

In those states applicable, vapor recovery systems shall be installed on units/systems designated to handle automotive gasoline (all grades).

NOTE

NFPA 385-90, Section 6-2.12 and all reference to "top-loading" of ground fuel trucks shall be disregarded. Only bottom loading of fuel trucks is authorized.

C-3.2.4.7 Defueling: Ground fuel delivery trucks shall be capable of defueling the product(s) dispensed at a minimum of 25 GPM. Product shall re-enter the tank via the piping system, not the tank top manhole. The defuel connection shall be a one and one-half inch (1 1/2") quick disconnect adapter and dust cover and a control valve mounted at or near the defuel connection for jet fuel or a dry disconnect adapter assemblies as noted in Section C-3.2.3.2.6 for diesel fuel and gasoline. A line strainer, the screen of which shall be readily removable for cleaning and inspection without interference with or removal of other components, shall be mounted at the control valve/dry disconnect adapter.

C-3.2.4.8 Pumping System(s): The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump bypass/controls shall provide a flow rate, 0 to 25 GPM via a non-automatic overwing or service station type nozzle. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level.

C-3.2.4.8.1 Flow Control: Clutch/PTO controls and an adjustable throttle control device shall be centrally mounted outside the truck cab so they can be operated from the outside operator position.

C-3.2.4.8.2 Performance: Unless otherwise stated, ground fuel trucks shall be capable of dispensing product at 0 to 25 GPM through a fifty-foot (50') by (state size in inches) hose and overwing or service station type nozzle. Pumping systems, thus configured shall be capable of sustained flow at the rates noted until the cargo tank is empty.

C-3.2.4.8.3 Emergency Controls: See [Section C-3.2.2.8.3](#); however, the "left front" device may be excluded.

C-3.2.4.9 Meter(s): See Section [C-3.2.2.11](#); however, non-compensated, positive displacement meter(s) with gallon and one-tenth gallon registers shall be installed for each product dispensed.

C-3.2.4.10 Hose(s): Fifty-foot (50') by (state size in inches) commercial fuel hoses compatible with the specific grades of fuel to be handled shall be provided.

C-3.2.4.10.1 Hose End Fittings: Hose end fittings, i.e., nozzles, tubes, drum thieves, cut hard/soft hose, and any other apparatus as may be required to connect to and defuel the equipment and facilities assigned shall be provided by the Contractor.

C-3.2.4.11 Hose Storage: See [Section C-3.2.2.14](#).

C-3.2.4.12 Nozzle(s): Commercial overwing or service station type fuel nozzle sized to the hose installed and compatible with the specific fuel to be dispensed shall be provided.

C-3.2.4.13 Swivels and Hose Couplings: See [Section C-3.2.2.17](#).

C-3.2.4.14 Electrical Wiring and Lights: See [Section C-3.2.1.4](#).

C-3.2.4.15 Fire Extinguishers: See [Section C-3.2.2.21](#).

C-3.2.4.16 Fenders and Mudguards: See [Section C-3.2.2.22](#).

C-3.2.4.17 Painting and Marking: See [Section C-3.2.2.24](#) and sub-sections thereto; however, smaller stencils, 4 inch on 6 inch versus 6 inch on 8 inch stencils, may be used to mark smaller ground fuel trucks.

C-3.2.5 Used Oil (Fuel) Truck

Used oil trucks are not required under this contract.

C-3.2.6 Recyclable Jet Fuel Truck

Recyclable jet fuel trucks are not required under this contract.

C-3.2.7 Vacuum Truck

Vacuum trucks are not required under this contract.

C-3.2.8 Utility Vehicles

C-3.2.8.1 General: Utility vehicle(s), pickup or van type vehicles, as may be provided and used by Contractor management, maintenance, or other personnel within the Contractor organization shall be new at the start of the contract. Utility vehicles may be painted commercial colors but shall be marked in accordance with [Section C-3.2.1.9.2](#) and shall be reflective of the pride and professionalism of the Contractor.

C-3.2.8.2 Spill Kit: Each utility vehicle as may be furnished shall be equipped with a 10-gallon spill clean up/remediation kit that is protected from the environment but readily available to the vehicle operator.

C-3.2.9 Prefabricated Building(s)

Prefabricated buildings are not required under this contract.

C-3.3 Records, Inspections and Disposition of Property

C-3.3.1 General: The Contractor shall maintain records; submit to inspections, and dispose of property as outlined in the following sections.

C-3.3.1.1 Current and Historical Records: The Contractor shall keep maintenance records on all fuel servicing equipment provided. Such records shall contain a complete description, of the truck, tractor, and cargo tank provided, and a copy of cargo tank certification and any applicable inspection documents as may be required by federal, state, and local vehicle code. A complete maintenance history relevant to the Contractor's possession of the vehicle shall also be provided. All records shall be available to the Government for the duration of the contract.

C-3.3.1.2 Equipment Inspection: As outlined in *Section E, Inspection and Acceptance, Clause E29*, four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies, materials, and documents specified herein available on-site for inspection by the Government. The expense of making such property available for inspection shall be borne by the Contractor. A vehicle identification worksheet, Appendix J, shall be completed for each vehicle presented for inspection. Copies of the worksheets and all required attachments shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

C-3.3.1.3 Function and Testing: An incumbent shall be capable of emptying; gas freeing, and disassembling selected equipment/components on request. Unless directed otherwise, a first time Contractor shall have all fuel delivery vehicles gas-freed for the initial inspection and shall be capable of disassembling such equipment or components thereof as requested. All equipment presented for inspection shall be capable of performing the functions specified, i.e., flow rate, deadman control, emergency stop, and overfill protection in the defuel mode for example. All systems shall be capable of being fully tested during the equipment inspection.

C-3.3.1.4 Unacceptable Property: Property deemed unacceptable by the Government shall be repaired, modified as required to meet specifications, or replaced at the Contractor's expense prior to commencement of the contract or on a date mutually agreed to and documented by the COR, NAVPETOFF and DESC within the post award inspection report. Failure by the Contractor to make remedy by the established dates shall result in a formal cure notice. Failure to meet dates established by the cure notice shall constitute grounds for termination/default.

C-3.3.4 Disposition of Property

C-3.3.4.1 General: Contractor furnished property identified herein shall be used solely in the performance of the work defined in [Section C-2.0](#). Vehicles and property removed prior to the completion of the contract, removed because it is not capable of performing its designated function, or becomes of safety/fire hazards, shall be removed from the work site and replaced if applicable at the Contractor's expense. Whatever the case, the lack of serviceable vehicles shall not excuse the Contractor from performing the tasks defined in [Section C-2.0](#).

C-3.3.4.2 Property Storage: The Contractor shall not store equipment in excess of the contract requirements on Government property. Equipment deemed to be unacceptable, excess to contract requirements, or in place at termination of the contract, shall be removed from Government property within 30 days. Thereafter, the Contractor shall be charged the prevailing commercial storage rate for each piece of equipment kept on Government property.

C-3.4 Other Contractor Provided Equipment and Supplies

C-3.4.1 General: The Contractor shall provide the following equipment, supplies, materials, and services. In doing so, the Contractor shall adhere to all Federal, state, and local laws, rules, code, and regulations applicable to the purchase, transport, use, storage, and disposition of hazardous materials that may be required to fulfill the conditions of this contract.

C-3.4.1.1 Radios: The Contractor shall provide intrinsically safe, dual channel (Fuel Dispatch Center/Control Tower), fixed or hands held radios, in sufficient numbers to fully control, simultaneously if necessary, all Contractor fuel operations. A base station, antenna, charging units, if applicable, and all other necessary and required equipment to establish and maintain communication throughout the Contractor's area of responsibility shall be provided. The Contractor shall secure a Fuel Dispatch frequency and gain access to the tower/other frequencies as may be required by Memorandum of Agreement (MOA) with the local/base communications organization, prior to the contract start date.

C-3.4.1.1.1 Radios for Government Use: The Contractor shall provide the Government __ hand held radios that will allow the COR/QA to monitor the Contractor's operations. The appropriate battery/radio charging unit(s) shall also be provided to the Government.

C-3.4.1.2 Telephone Services: The Contractor shall provide all commercial telephone services (voice, facsimile, or data,) and equipment required and necessary to conduct commercial or company business. See [Appendix B](#) regarding Government-furnished telephones services.

C-3.4.1.3 First-Aid Supplies and Equipment: The Contractor shall provide a two-person first aid kit for each manned work center, i.e., refueling, storage, direct fuel servicing, etc. Collocated work centers, bulk storage and the laboratory for instance, will be required to have only a single first aid kit.

C-3.4.1.4 Administrative Supplies and Equipment: With the exception of Government furnished forms, the Contractor shall provide all administrative supplies and equipment necessary and required to undertake the administrative and records keeping functions relevant to the contract. The Contractor shall not be given access to or use Government office equipment, i.e., computers and copy machines, not specifically provided for under the terms of this contract. See [Appendix B](#) regarding Government-furnished equipment that may be provided; however, note the provisions of [Section C-2.17.2](#), Disposition of Government Property.

C-3.4.1.5 Janitorial/Housekeeping Supplies, Equipment, and Services: The Contractor shall provide all janitorial and housekeeping equipment and supplies, to include basic personal cleanliness items and restroom supplies, necessary and required to maintain the cleanliness and sanitation of buildings and facilities as may be occupied and used by contract personnel and Government staff. Janitorial services may be sub-contracted.

C-3.4.1.6 Tools: The Contractor shall ensure that all hand/power tools, test/measurement/calibration devices, and powered/non-powered equipment required and necessary to inspect, test, calibrate, maintain, and repair Contractor furnished vehicles and components thereof are available as needed. Tools required to maintain Government facilities and equipment to the extent required and outlined herein shall be made available as needed.

C-3.4.1.7 Spares for Contractor Furnished Equipment: The Contractor shall provide all spares, replacement parts, and components required and necessary to maintain and repair Contractor furnished vehicles, structures, and equipment.

C-3.4.1.8 Spares for Government Furnished Equipment/Facilities: The Contractor shall purchase and provide spares, replacement parts, and small system components that are readily removable and replaceable using common hand tools. Such items may include, but are not necessarily limited to:

- ✓ Suction and discharge hoses of all lengths, up to and including those 4 inches in diameter, as well as the couplers, swedge fittings, bands, clips, brackets, and sealants necessary to mount and secure them
- ✓ Quick disconnect and dry break couplers of all type
- ✓ Hose end pressure regulators (direct refueling systems)
- ✓ Emergency dry breakaway couplers (direct refueling systems)
- ✓ Nozzles and nozzle strainers of all type as well as attached ground wires, clips, and plugs and dust caps
- ✓ System strainers (the screen portion/component) of all type
- ✓ Gauges, pressure, vacuum, and differential, of all type
- ✓ Small manual valves, less than 1.5", of all type
- ✓ Other small, commonly used parts and materials such as U bolts, clamps and fasteners of all type, pipe-end couplers and adaptors, dust caps and plugs, gaskets and gasket material, O rings, sample connectors, and flow indicators, less than 1.5"
- ✓ All filter, monitor, and separator elements and the spacers, bushing, O-rings gaskets, and other small parts incidental to filter/monitor changes
- ✓ Replacement supplies for spill containment and clean up kits

C-3.4.1.8.1 Specification/Standards: All parts, items, and materials furnished shall meet or exceed DOD specification/standards or commercial item standards.

C-3.4.1.8.2 In-place Assets: Items listed in [Appendix A, Government Furnished Facilities](#), and [Appendix B, Government Furnished Equipment, Supplies, and Services](#), represent in-place assets at the start of the contract. During the system inspection outlined in [Section C-1.5, Contract Turnover](#), the condition of all equipment, facilities, and components thereof, to include the items specifically outlined in [Section C-3.4.1.8](#) shall be assessed and documented to determine the level of facility/system readiness and the responsibility on the part of the Contractor for the initial replacement/repair of the specified items above. Thereafter, the Contractor shall be responsible for the repair or replacement of all listed and specified items over the course of the contract.

C-3.4.1.9 Consumables, Maintenance: With reference to equipment and facilities operated and maintained by the Contractor, all consumable supplies and materials, i.e., ground wire, clips, and plugs, lubricants, solvents, sealants and sealant tape, primer, paints and brushes, small bulk packaged nuts, bolts, washers, and screws, clamps of all type, bulk control hose and common tubing of all type, and other items commonly used to clean, coat, preserve, lubricate, mark, seal, and secure equipment and components shall be furnished by the Contractor.

Note

With regard to materials, chemicals, and compounds that may be provided and used by the Contractor, the appropriate Material Safety Data Sheet (MSDS) shall be provided by the Contractor and readily available to those that may be required to use or may be exposed to all such materials.

C-3.4.1.10 Consumables, Laboratory: Not applicable under this contract.

C-3.4.1.11 Grounds Maintenance Equipment and Supplies: The Contractor shall furnish all powered and non-powered equipment, i.e., movers, brush-hogs, edgers, and trimmers, and supplies such as rakes, shovels, wheel-borroughs, disposal bags, and other materials as may be required and necessary to maintain all grounds, fence lines, and clear zones identified herein.

C-3.5 Uniforms

C-3.5.1 General: Contract personnel shall wear the appropriate uniforms and be provided or provide the safety equipment required for self-protection.

C-3.5.1.1 Uniform Requirements: All contract personnel, including site managers, shall wear a distinctive company uniform in performance of their duties. Pursuant to US Department of Labor wage determinations, the Contractor shall provide seasonal uniforms consisting of a shirt and pants or coveralls, a matching seasonal jacket/coat, and a matching baseball type cap (not to be worn on the flightline). Except for distinctive management dress shirts, all contract personnel shall be provided and wear the same type, style, or design of uniform. All shirts, coveralls, jackets, coats, and caps shall be emblazoned with a readily identifiable company name or logo. All shirts, coveralls, jackets, and coats shall also have a person's nametag affixed. Laundry services or compensation for such services shall also be provided. Uniforms material blends equivalent to the Navy work dungarees (65/35 polyester/cotton) or the Marine Corps fatigue uniform (50/50 polyester/cotton), are acceptable. Static producing synthetic materials such as 100 percent nylon, polyester, Dacron, rayon, banlon, and silks, shall not be provided as a uniform or worn as an under or outer garment.

C-3.5.1.2 Safety Equipment: The Contractor shall provide its employees with safety equipment such as sound suppression devices and safety goggles. If applicable, other special safety equipment for specific operations, i.e., cranial protection, fire retardant overalls, and test equipment for the monitoring of oxygen deficient or explosive atmospheres in confined spaces shall also be furnished by the Contractor.

C-3.5.1.3 Personal Clothing/Equipment: The Contractor shall ensure that employees adhering to all foot, hand, and eye protection programs and that each employee provides personal clothing and safety equipment such as safety shoes, prescription safety glasses, and gloves.

C-4.0 LOGISTICS SUPPORT, COST REIMBURSABLE

C-4.1.1 General. As outlined above, the Contractor shall provide all services, equipment, supplies, and materials not specified as Government provided elsewhere within this contract or as directed by the COR. However, the Government reserves the right to accomplish any and all maintenance beyond that of preventive and operator maintenance using government assets, labor, or other contracts. Furthermore, the Government reserves the right to purchase any equipment items, supplies, or materials described herein when the Contracting Officer determines it is in the best interest of the Government. That right includes that of tasking the fuel management Contractor. Given a task, the Contractor will be reimbursed as follows:

C-4.1.2 Reimbursement for Allowable, Allocable, and Reasonable Cost

C-4.1.2.1 Goods and Services: Reimbursement under [Section C-4.2](#), Equipment, Supplies, and Services, Requiring a Task Order, shall be for the prime Contractor's allowable, allocable, and reasonable direct cost of any subcontracts for furnishing such equipment, supplies, and services as specified.

C-4.1.2.2 Labor: Reimbursement under [Section C-4.3](#), Augmentation, shall be for allowable, allocable, and reasonable directed labor costs plus fringe benefits and payroll taxes of the prime Contractor's regular employees. Allowable, allocable, and reasonable cost will be reimbursed pursuant to applicable FAR clauses.

C-4.1.2.3 Non-Reimbursable Costs: The Contractor shall not be reimbursed under either section for the cost of labor associated with the use of its employees during normal work hours in the performance of any task listed herein. Nor will the Contractor be reimbursed for equipment costs using Government or Contractor-furnished equipment in the performance of any task listed herein.

C-4.1.3 Allocation of Costs: The Contractor shall ensure that the costs for preventive and operator maintenance are included in the appropriate CLIN on a firm-fixed price basis. The Contractor shall ensure that any associated indirect/overhead cost, if any, related to the performance of tasks under Sections C-4.2 and C-4.3 (except as otherwise specified hereinafter) are also included in the appropriate CLIN on a firm fixed price basis. Those associated costs shall include, but may not necessarily be limited to, the costs of office supplies, salary for a purchasing agent considered necessary by the Contractor, and other indirect/overhead costs considered a part of operating the fuel system. Therefore, any reference to reimbursement for indirect/overhead costs is not applicable to the reimbursement of costs of the prime Contractor under this contract. In addition, Sections C-4.2 and C-4.3 shall be non-fee bearing. Therefore, references to reimbursement for fixed fee are not applicable to the reimbursement of costs of the prime Contractor under this contract. The Contractor shall provide the following:

C-4.2 Services Requiring a Task Order

C-4.2.1 Contractor Purchasing System

C-4.2.1.1 General: The Contractor shall establish and maintain a purchasing system acceptable to the Government and shall comply with the following minimum requirements.

C-4.2.1.1.1 Standard Operating Procedure: The Contractor shall prepare a Standard Operating Procedure (SOP) regarding the Contractor's purchasing policies and procedures. The SOP shall include, but will not necessarily be limited to, policy and procedure regarding emergency purchases, subcontracting, termination of contracts, source selection, contract administration, and the maintenance of purchasing records and files. The Contractor shall submit a draft of the SOP to the DESC Contracting Officer, DESC-FPB, to arrive no later than 45 days prior to the contract start date. On review and acceptance, a copy shall be provided to the COR. Thereafter, the Contractor shall adhere to established procedures for the duration of the contract.

C-4.2.1.1.2 Qualified Companies: The Contractor shall purchase materials and services only from those companies qualified and normally engaged in the type of repair activities required or those that provide or manufacture the materials needed.

C-4.2.1.1.3 Quotes: Except for purchases of \$2,500 or less, a minimum of three quotes (verbal or written) shall be obtained. The award shall be to the lowest, responsible, responsive bidder. Regardless of dollar value or urgency, the Contractor shall withhold award until it has determined that the price is fair and reasonable. Documentation regarding this determination shall be included in the task order file.

C-4.2.1.1.4 Price: The Contractor shall procure supplies, materials, and services at the most advantageous prices with due regard for prompt delivery, credits, and other benefits as may be available. The Contractor shall take all actions necessary to obtain applicable tax exemptions, price reductions, discounts, and refunds. Reimbursement to the Contractor will be for net cost or price less discounts, rebates, allowances, credits, tax exemptions, reductions, refunds and other benefits, any or all of which shall be fully documented.

C-4.2.2 Maintenance and Repair by Task Order

C-4.2.2.1 Requirement to Perform: The Contractor may be directed by the COR to provide for, or may report to the Government the need for, maintenance and repair services beyond the scope of preventive and operator maintenance outlined herein. On notification of a requirement to perform a specific maintenance task or reporting such a requirement to the Government and being directed to perform, the Contractor shall:

C-4.2.2.1.1 Writing Description: Provide a complete written description of the deficiency or the nature of the wear, breakage, or damage to the system needing repairs. This document should include a detailed description of the system requiring maintenance or repair, the specific components needing repair, replacement, or adjustment, and a preliminary list of parts and materials required.

C-4.2.2.3 Determination: Determine whether the work will be accomplished in house (by the Contractor) or be subcontracted.

C-4.2.2.3.1 In House Work: If the work is to be accomplished in house, provide a complete list of parts, components, materials, and equipment not provided under the contract, the source of supply, and an itemized cost breakdown to include labor, if applicable or allowed. Also, establish a performance period or get well date.

C-4.2.2.3.2 Out Sourced Work: If the work is to be accomplished by subcontract, provide the cost estimates as outline above. As with an in house estimate, all subcontractor estimates shall include a complete list of parts, components, materials, equipment, and labor, and an itemized cost breakdown thereof. Any subcontract shall also establish the performance period or get well date.

C-4.2.2.4 Funding/Order to Perform: The Government will determine the availability of and provide funding. Given the approval to proceed, the Government will provide a written task order. The Contractor shall take no action to perform maintenance or repairs outside the scope of the contract until such time a written task order has been provided by the COR.

C-4.3 Augmentation

C-4.3.1 General. Augmentation is defined as compensation for any unscheduled work that falls outside the normal operating hours outlined in [Table 1](#) and for which service personnel must be retained beyond normal duty hours or called to duty to supplement the assigned workforce. Actions directed by the Government or taken by the Contractor that do not result in additional labor (added personnel) or extended hours of operation, increased sampling within established duty hours or the continued manning of storage during normal duty hours to observe and assist a third party maintenance contractor for instance, will not be considered augmentation hours.

C-4.3.2 Authority. The Commanding Officer, NAS Kingsville, will specify the person(s), position, or office authorized to approve augmentation and the means by which the approval will be documented. Except as provided herein, all augmentation shall be approved prior to retaining employees or calling additional personnel to work. Copies of the augmentation approval form/log, the dispatch log validating the circumstances for augmentation, and the individual(s) time card that shows the hours worked, shall support all invoices for augmentation. Unless specifically tasked by the Government and approved by the appropriate authority, extended hours for personnel such as mechanics, accountants, and administrative personnel do not qualify as augmentation. Failure to relieve personnel at the end of a normal shift for which there are available oncoming personnel or because scheduled personnel fail to show shall not be considered augmentation time. Furthermore, the recall or retention of personnel with specially licenses, i.e., a CDL holder, to undertake an infrequent but contracted function, shall not constitute augmentation.

C-4.3.3 Conditions: Augmentation will be granted only under the following conditions. Each paragraph is coded (A) to indicate automatic approval within the parameters defined or (P) to indicate pre-approval is required.

C-4.3.3.1 No Oncoming Relief (A): For any aircraft fuel servicing operation in progress, e.g., the nozzle is connected and fuel is flowing, at the end of normal operating hours for which there is no oncoming/relief shift. Subsequent servicing requests, any beyond that in progress, shall be approved as outlined in Section C-4.3.2 above.

C-4.3.3.2 Continuous Receipt (P): For continuous receipt operations, a continuous pipeline receipt for instance, that will extend beyond the operating hours defined in [Table 1.](#), Bulk Fuel Storage.

C-4.3.3.3 Mutual Agreement (P): As mutually agreed to by the Contractor and the approving authority to provide services during unscheduled weekend operations such as make-up flight schedules. The specific hours of planned augmentation and manning levels shall be documented as noted above.

C-4.3.3.4 Emergency (P): Work authorized by the designated local authority to undertake emergency fuel servicing operations; a downed aircraft recovery operation for example. The circumstances shall be fully documented.

C-4.3.3.5 Time Worked: Unless locally established policy or union agreement dictate otherwise, compensation shall be paid for the actual hours worked plus reasonable travel time for individuals that may be called to return to duty.

Appendix A Government Furnished Facilities

The following is a list of Government facilities and components thereof that will be put under the care and control of the Contractor. It includes items that must be monitored, inspected, and requires preventive maintenance as specified throughout this PWS. Small components such as valves and flow indicators of less than 1.5 inches for which there is no specific PM schedule are not listed. This is an approximate list to be validated and updated as outline in [Section C-2.17](#).

Facility	Item/Component Description ⁽¹⁾	Qty
	Tank 1, 592,654 Gallon (Shell) Cut-and-Cover, JP8	1
	Pit, Vent and Gauge, 4 X 6 X 5	1
	Pit, Receipt Valve, 4 X 5 X 5	1
	Valve, Non-Lubricated Plug, Fluoro Seal 6" with Grinnell Motor Controller	1
	Pit, Pump and Stripping, 6 X 10 X 5	1
	Pump, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 25 HP	1
	Pump, Stripping, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 3 HP	1
	Valve, Lubricated Plug, Rockwell 6"	2
	Valve, Lubricated Plug, Rockwell 4"	1
	Valve, Lubricated Plug, () 4"	1
	Valve, One Way Check, NIBCO 6"	1
	Valve, One Way Check, () 2"	1
	Flow Indicator () 2"	1
	Valve, Pressure Relief ()	1
	High Level Alarm System	1
	Tank 2, 595,967 Gallon (Shell) Cut-and-Cover, JP8	1
	Pit, Vent and Gauge, 4 X 6 X 5	1
	Pit, Receipt Valve, 4 X 5 X 5	1
	Valve, Non-Lubricated Plug, Fluoro Seal 6" with Grinnell Motor Controller	1
	Pit, Pump and Stripping, 6 X 10 X 5	1
	Pump, Main, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 25 HP	1
	Pump, Stripping, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 3 HP	1
	Valve, Lubricated Plug, Rockwell 6"	2
	Valve, Lubricated Plug, Rockwell 4"	1
	Valve, Lubricated Plug, () 4"	1
	Valve, One Way Check, NIBCO 6"	1
	Valve, One Way Check, () 2"	1
	Flow Indicator () 2"	1

Facility	Item/Component Description ⁽¹⁾	Qty
	Tank 3, 599,021 Gallon (Shell) Cut-and-Cover, JP8	1
	Pit, Vent and Gauge, 4 X 6 X 5	1
	Pit, Receipt Valve, 4 X 5 X 5	1
	Valve, Non-Lubricated Plug, Fluoro Seal 6" with Grinnell Motor Controller	1
	Pit, Pump and Stripping, 6 X 10 X 5	1
	Pump, Main, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 25 HP	1
	Pump, Stripping, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 3 HP	1
	Valve, Lubricated Plug, Rockwell 6"	2
	Valve, Lubricated Plug, Rockwell 4"	1
	Valve, Lubricated Plug, () 4"	1
	Valve, One Way Check, NIBCO 6"	1
	Valve, One Way Check, () 2"	1
	Flow Indicator () 2"	1
	High Level Alarm System	1
	Tank 4, 595,967 Gallon (Shell) Cut-and-Cover, JP8	1
	Pit, Vent and Gauge, 4 X 6 X 5	1
	Pit, Receipt Valve, 4 X 5 X 5	1
	Valve, Non-Lubricated Plug, Fluoro Seal 6" with Grinnell Motor Controller	1
	Pit, Pump and Stripping, 6 X 10 X 5	1
	Pump, Main, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 25 HP	1
	Pump, Stripping, Deep Well Turbine, WDM	1
	Pump Motor, US Electric, 3 HP	1
	Valve, Lubricated Plug, Rockwell 6"	2
	Valve, Lubricated Plug, Rockwell 4"	1
	Valve, Lubricated Plug, () 4"	1
	Valve, One Way Check, NIBCO 6"	1
	Valve, One Way Check, () 2"	1
	Flow Indicator () 2"	1
	High Level Alarm System	1
	Tank 5, 562,748 Gallon (Shell) Aboveground, Cone Roof JP8	1
	Valve, Double Block & Bleed, Truseal 8"	2
	Valve, Non-Lubricated Plug, Fluoro Seal 8" with Grinnell Motor Controller	1
	Valve, Globe, Wheaton 2"	1
	Gauge, Visual, Varec	1
	High Level Alarm System	1

Facility	Item/Component Description ⁽¹⁾	Qty
	Pit, Crossover, 4' X 4' X 5'	1
	Valve, Double Block & Bleed, General Twin Seal 8"	
	Automatic Tank Gauge (ATG), ITT Barton	1
	Cathodic Protection (Maintained by the Government)	1
	Pump Station, Tank 5	
	Pump, Gorman-Rupp 4"	
	Pump Motor, Louis Allis, 20 HP	2
	Strainer, Basket () 6"	2
	Valve, Flow control, CLA-VAL 6"	2
	Valve, Non-Lubricated Plug, Wheatley 6"	4
	Valve, Non-Lubricated Plug, Wheatley 8"	2
	Product Recovery Tank, 650 Gallon	1
	Open Storage Area (Old Fillstand), 50' X 60'	300 SF ⁽³⁾
759A	Storage Building, Concrete Block, 10' X12'	120 SF
	Storage Building, Concrete Block, 10' X12'	120 SF
4758	Fillstand, JP8 (Four lane covered area)	1
	Filter Separator, Keene, 600 GPM	4
	Gauge, Differential Pressure, Weksler, 0-100 PSI	4
	Valve, Pressure/Thermal Relief, (0) PSI	4
	Relaxation Chamber, Bowser,	4
	Valve, Pressure/Thermal Relief, (0) PSI	4
	Air Eliminator	4
	Meter Assembly, Liquid Control	4
	Temperature Compensator, Liquid Control	4
	Register, Veeder-Root	4
	Valve, Butterfly (Spring loaded with fusible link), Crane, 6"	4
	Valve, Gear Driven, Non-Lubricated Plug, Muller, 6'	8
	Valve, Non-Lubricated Plug, Muller 4"	4
	Valve, Flow Control with Pilot, OVC 6"	8
	Strainer, Basket, SF Equipment 6"	4
	Gauge, Pressure, US Gauge 0-200 PSI	4
	Loading Hose Assembly	4
	Swivel, Non-Lubricated, OPW 4"	4
	Hose Assembly, 4" X 12'	4
	Coupler, Dry Break, Aeroquip 4'	4
	Nozzle, Single Point, Carter	4
	Sully Overfill Protection	4
	Shower & Eye Wash	1
	Tank, Used Oil, Betz 500 Gallon	1

Facility	Item/Component Description ⁽¹⁾	Qty
	Pit, Spill Containment, 11' X 11' X 3' (Piped to main recovery pit and tank)	1
	Pump, Depa E loco	1
	Pump Motor, Marathon, 1 HP	1
	Valve, Ball, Saturn 2"	2
	Product Recovery and Oily Water Separator System	1
	Pit, Oil/Water Recovery, 13' X 23' X 5'	1
	Tank, Partitioned, 330 Oil/1080 Water, McTigle Inc. (Product recovered by Environmental)	1
	Valve, Ball, Saturn 2"	2
	Valve, One Way Check, () 2"	2
	Pump, Depa E loco	1
	Pump, Marathon, 2 HP	1
	Strainer Assembly, Groco	1
	Truck Receipt Header	
	Valve, Non-Lubricated Plug, Muller 4"	4
	Discharge Hose Assembly	4
	Swivel, Non-Lubricated, OPW 4"	4
	Hose Assembly, 4" X 12'	4
	Coupler Half, Quick Disconnect with Dust Plug, 4"	4
	Valve, Lubricated Plug, Walworth 8"	2
	Valve, Lubricated Plug, Walworth 6"	7
	Valve, One Way Check, Walworth 6"	2
	Strainer, Basket, 6"	2
	Pump, Centrifugal	2
	Pump Motor, Toshiba, 20 HP	2
	Gauge, Pressure, Weksler 0-200 PSI	2
	Gauge, Pressure, Moeller 0-200 PSI	2
	Recovery Pit, 10' X 10' X 3'	2
	Shower & Eye Wash	1
	Pipeline Header (Inactive, spool and valve removed)	
	Valve, Lubricated Plug, Rockwell 4"	
	Valve, One Way Check, 4"	
1763A	Storage and Laboratory Facility	
	Office, Fuel Storage and Distribution, 9' X 15'	135 SF
	Head, 4' X 6'	24 SF
	Pipeline/Piping	
	Receipt Headers to Tankage	1000 LF ⁽³⁾
	Tankage to Fillstand	2500 LF

Facility	Item/Component Description ⁽¹⁾	Qty
4777	Fuels Office Building, 32' 8" X 54'	1764 SF
	Office C1, Drivers Ready Room and Dispatch Center, 19' 6" X 13' 1"	255 SF
	Office C2, Site Managers Office, 13' 1" X 8' 3"	108 SF
	Head (2) and Corridor Area, 13' 1" X 12' 11"	169 SF
	Storage Room, 14' 6" X 14' 1"	201 SF
	Tool Room, Irregular Sized	166 SF
	Government Offices Space (janitorial service only)	600 SF
	NALF Orange Grove	
	Tank, 27,000 Gallon Horizontal Underground Steel	3
	High Level Alarm System	3
	ATG System, ITT Barton	3
	Fillstand System	
	Filter Separator, Bowser, 150 GPM	1
	Gauge Differential Pressure, Weksler 0-100 PSI	1
	Gauge, Pressure, US Gauge 0-200 PSI	1
	Valve, Pressure Relief	1
	Air Eliminator	1
	Relaxation Chamber, Bowser 150 GPM	1
	Valve, Pressure Relief	1
	Air Eliminator	1
	Meter Assembly, Liquid Control	
	Temperature Compensator, Liquid Control or	
	Set-Stop Assembly, Liquid Control	
	Meter Counter, Veeder-Root	
	Pump, Gorman-Rupp 3"	1
	Pump Motor, Marathon 15 HP	1
	Valve, Lubricated Plug, Mueller 4"	4
	Valve, Butterfly, Crane 4" with Fusible Link	1
	Valve, One Way Check, Mueller 4"	1
	Valve, One Way Check, Muessco 4"	1
	Valve, Ball, Cooper Oil Tool 4"	1
	Valve, Flow Control, OVC 4"	1
	Valve, Pressure Relief, ()	1
	Valve, Pressure Relief, Taylor Tool () PSI	1
	Hose Assembly 4" X 12' with KAM-LOC Type Fittings	1
	Nozzle, Carter #64349	1
	Dry Break Coupler, Aeroquip	1
	Shower & Eye Wash	1
	Scully Overfill Protection System	1
	Pit, Product Recovery 14 X 14 X 7	1
	Tank, Product Recovery, 650 Gallon (Product recovered by Environmental)	1

[illegible]

(1) Provide a complete and accurate description, i.e., item, manufacture, model number, size, rating, and other descriptive information, of the system components. Indented lines indicate the item or component is a sub-assembly of the item above.

(2) Use an empty parentheses () to indicate unknown factors, i.e., facility numbers, make/manufacture, GPM or PSI ratings, etc.

(3) Measurements and expressions of square feet (SF) and liner feet (LF) are approximate.

Appendix B Government Furnished Equipment, Supplies, and Services

In addition to the facilities and components listed in [Appendix A](#), the Government will provide the following equipment, supplies, and services to the Contractor.

Fire Suppression Equipment: Except for Contractor furnished extinguishers mounted on the Contractor furnished fuel servicing trucks, all fire suppression equipment, i.e., fire extinguishers or portable/installed fire suppression equipment, will be provided, repaired, overhauled, and, as necessary, replaced by the Government. The Government will establish the quantity and type of fire suppression equipment on station within the Fuel Management facilities.

Telephone Services: The Government will provide telephone services, i.e., commercial, DSN, and on-station emergency lines, Local Area Network (LAN) connections (if applicable), and equipment required and necessary to conduct Government business, i.e., FAS and DFAMS input. See [Section C-3.4](#) regarding Contractor-furnished telephones services.

Utilities: The Government will provide electricity, natural gas/propane, heating/power production fuels, water, and sewage services as required for the health and welfare of contract personnel that occupy facilities provided by the Government and prefabricated structures provided by the Contractor under [Section C-3.2.9](#).

Fuel Products: Limited to those products stocked and issued on base, the Government will furnish fuel for the operation of the Contractor's fuel servicing equipment, trucks, and tractors identified as fuel servicing equipment. The Contractor shall provide fuel for utility/administrative vehicles, i.e., pick-ups and vans, used by management for administrative purposes.

Forms and Documents: The Government will provide Forms and documents unique to the Government.

Material Safety Data Sheets (MSDS): The Government will provide the appropriate MSDS for those compounds furnished by the Government.

The Government will provide the following additional minor property. See [Section C-2.17](#) regarding property accountability.

Facility	Item/Component Description ⁽¹⁾	Qty
	Fuels Automated System (FAS) (Show serial numbers)	
	Computers	2
	Keyboards	2
	Mouse/Roller Ball	2
	Monitors	2
	Printers	2
	Modems	2
	Refueler, 5000-gallon, Kovatch Model KM-10	1
	Furniture	2
	Desk	2
	Chair	2
	Filing Cabinet	2

(1) List item, manufacture, size, rating, and other descriptive information. Supplies stocked and controlled by the Government then issued to the Contractor, need not be listed. ²⁾

Appendix C Definitions, Acronyms, and Abbreviations

Words, the use of words, phrases, abbreviations, and acronyms as may be used within this Performance Work Statement are defined and clarified as follows:

AFSS: Automated Fuel Service Station

API: American Petroleum Institute

AST: Aboveground Storage Tank

ATG: Automatic Tank Gauge

ASTM: American Society for Testing Materials

Barrel: A barrel is equal to 42 U.S. gallons.

Biodiesel: Fuel Oil, Diesel, Biodiesel B20, a mixture of diesel fuel and an organic oil such as soy bean oil.

CFE: Contractor Furnished Equipment

CFR: Code of Federal Regulations

CLIN: Contract Line Item Number

Common Hand Tools: As it applies to this document, common hand tools are defined as screwdrivers, pliers, hand cutters, hand, Allen, and pipe wrenches, socket and nut driver sets, hammers, bars, clamps and securing devices, and miscellaneous other non-powered tools of all size and type as may be carried by (personal tools) or available to (shop tools) a system operator or maintenance person.

Contract Date/Periods:

Contract Award Date: The date entered in block 20C, Date Signed, of the Standard Form 26, Award/Contract. This date may differ from the start/performance date. Note that elements of the solicitation/contract are linked to this date.

Contract Start Date: The contract start date, performance date, or first day of the performance period is the first day of the period cited in block 15 (A through F) of the Standard Form 26, Award/Contract. The start date and performance period may be adjusted by amendment to provide the Contractor sufficient lead-time to ready equipment for the contract.

Contractor (The): The individual, group of persons, company, group of companies, or corporation specifically named and contracted by/with the Government to fulfill the terms of the specified contract document. The term "Contractor" as used herein refers to the company or corporation as a whole or any individual, manager or assistant, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the named Contractor.

Contracting Officer: Includes the Procurement Contracting Officer (PCO) and the Administrative Contracting Officer (ACO).

Contracting Officers Representative: The local or on site Navy technical specialist, military or civilian, designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under a specified contract.

Cut and Cover (Tank): The type of bulk storage tank common to the early 1950's and NATO that was constructed at or partially below ground level and then covered with protective layers rock, gravel, and earth. Pits, pumping equipment, and pump houses are normally atop the tank.

DESC: Defense Energy Support Center

DFAMS: Defense Fuel Automated Management System

DFR: Defense Fuel Region

DFSP: Defense Fuel Support Point

DIEGME: Diethylene Glycol Monomethyl Ether, a type of FSII

DLA: Defense Logistics Agency

DOD: Department of Defense

DODAAC: Department of Defense Activity Address Code or UIC

DSN: Defense Switching Network (telephone communications system once referred to as AUTOVON)

GFE: Government Furnished Equipment

EDP: Emergency Distribution Plan

EPA: Environmental Protection Agency

FAR: Federal Acquisition Regulations

FAS: Fuels Automated System

FSII: Fuel System Icing Inhibitor

ISSA: Inter-Service Support Agreement

Maintenance: Unless specifically defined otherwise, the word or term "maintain or maintenance" shall mean preventive or operator maintenance as defined below.

Operator Maintenance: Operator maintenance is that work accomplished during routine inspections and during system use/operation. Operator maintenance may be, but is not necessarily limited to, work such as the replacement of ground wires, plugs, and clips, the replacement of O-rings and gaskets, the tightening of nuts, bolts, and screws to prevent leakage, or corrosion control and spot painting. Operator maintenance is normally be limited to those actions taken by qualified system operators using common hand tools.

Preventive Maintenance (PM): Preventive maintenance is a program of recurrent periodic or cyclic scheduled work designed to preserve and maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose.

Other Maintenance and Repair: Maintenance and repair beyond that defined as preventive is other maintenance and repair. This includes unplanned repair or replacement of material or components that show abnormal wear or fail. This maintenance will be approved by the COR and is reimbursable under Section C-4.1.

With reference to a maintenance actions, the term, **“not requiring component tear-down”** implies that whatever action is stated, “replace an O-ring” for instance, does not require that the component be disassemble (major maintenance) and that the replacement of the O-ring is a simple slip in or over (PM or operator maintenance) action.

MILCON: Military Construction

MPMS: Manual of Petroleum Measurements Standards

MSDS: Material Safety Data Sheet

MRE: Maintenance, Repair, and Environmental

NFPA: National fire Protection Agency

NPDES: National Pollution Discharge Elimination System

NSN: National Stock Number

OPA: Oil Pollution Act

OSHA: Occupational Safety and Health Administration

Phase IIB: The inclusion of ground fuels into the DESC DFAMS management and reporting system.

PM: Preventive Maintenance (see Maintenance above)

POS: Peacetime Operating Stock

PWC or D: Public Works Center or Department

PWS: Performance Work Statement

Response Time: The total elapse time as measured from the time a call for services is received by the Contractor to the time the fuel servicing equipment or operator arrives at the aircraft, vehicle, facility, or equipment to be serviced. Note that there are varying “normal duty hour” and “after hour or weekend” response times.

QASP: Quality Assurance Surveillance Plan

SOP: Standard Operating Procedure

SPCC: Spill Prevention Control and Countermeasure Plan

Time: All reference to time or time periods, i.e., 0600-2000, 0600 to 2000, or 0600 to 2000 hours, is an expression of time as measure by a 24-hour clock (military time) and is an expression of local time for and at the contracted location.

UDAPS: Uniform Data Automated Processing System

USCG: United States Coast Guard

UST: Underground Storage Tank

Wordings: Word usage and the intended meaning with regard to this solicitation/contract are as follows:

“**Shall**” is used to indicate that a provision of the contract or a requirement/action specified of the Contractor is mandatory. “The Contractor shall,” identifies a mandatory action on the part of the Contractor.

“**Should**” is used to indicate an action on the part of the Contractor is recommended. “Emergency dry breakaway couplers should be installed,” implies a recommended action or option on the part of the Contractor.

“**Will**” is used to indicate futurity on the part of the Government. “The Government will provide,” implies the Government to take some future action to make something available to the Contractor.

“Furnish” and “provide” are use interchangeable.

“Herein” as use within this document refers to the Performance Work Statement document in total.

“Notes” Notes are used to **emphasize** specific requirements, practices, and procedures required of the Contractor.

“Therein” as used within this document refers to the policy, procedure, guidance, information, data, or other information contained within a referenced document.

The use of **“and/or”** and the forward slash **“/”** between words, i.e., collection/delivery, means or implies a capability to carry out either or both of the actions or activities described.

Appendix D Reference Documents

The following is a list of the references directly/indirectly sited within the PWS. It is not all-inclusive and does not site local/command instructions. It is the responsibility of the Contractor to ensure full compliance with all Federal, state, USN/USMC, and local regulatory documents. The contracting activity will provide a copy of applicable DOD, USN, USMC, and local instructions required under this contract. All other references, i.e., federal and state code, professional, association, and industry standards and guidelines, many of which are available from various web sites, shall be provided by the Contractor. The following items that appear as blue and underlined are linked to the applicable web site.

Document	Title
29 CFR ⁽¹⁾	Labor
29 CFR Part 1910	Occupational Safety and Health Standards
40 CFR 112	Oil Pollution Prevention
49 CFR 171	Hazardous Materials Regulations; General information, regulations, and definitions
49 CFR 172	Hazardous materials table, special provisions, hazardous materials communications, emergency response
49 CFR 173	Shippers--general requirements for shipments and packaging
49 CFR 178.345	General design and construction requirements applicable to Specification DOT 406
49 CFR 178.346	Specification DOT 406; cargo tank motor vehicles
49 CFR 180	Continuing Qualification and Maintenance of Packaging
49 CFR 382	Controlled Substance and Alcohol Use and Testing
49 CFR 383	Commercial Driver's License Standards; Requirements/Penalties
49 DFR 387	Minimum Levels of Financial Responsibility for Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations; General
49 CFR 391	Qualification of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operation
49 CFR 395	Hours of Service for Drivers
49 CFR 396	Inspection, Repair and Maintenance
NFPA 385	Tanks Vehicles for Flammable and Combustible Liquids
NFPA 407	Aircraft Fuel Servicing
API Bulletin 1529	Aviation Fuel Hose
API Publications 1581	Specifications and Qualifications Procedures for Aviation Jet Fuel Filter Separators
DOD 4140.25-M	DOD Management of Bulk Petroleum Products, Natural Gas, and Coal
MIL-STD-3004 ⁽²⁾⁽⁴⁾	Quality Surveillance Handbook for Fuel, Lubricants and Related Products
NAVAIR 00-80T-109 ⁽²⁾	Aircraft Refueling NATOPS Manual
NAVFAC P-300	Management of Transportation Equipment
OPNAVINST 4790.2*	The Navy Aviation Maintenance Program (NAMP)
OPNAVINST 5090.1 ⁽³⁾	Environmental and Natural Resources Program Manual
NAVSUP P-558 ⁽³⁾	Petroleum Management Ashore
NAVSUP Vol. II	Supply Ashore

(1) All Code of Federal Regulation (CFR) referenced are at the same web site. To access the basic web page, point to 29 CFR, click, and follow the web page instructions. In this and other links, the user is taken to the basic web page. The computer knowledge of and navigation of the web sites is a user responsibility.

(2) User may require **mil (Military) domain** assistance or may have to register with this site in order to gain access and download documents.

(3) An asterisk * at the end of a reference, i.e., OPNAVINST 4790.2*, indicates there is an Kingsville designator to indicate the most recent version of the publication.

(4) Go to SPECS & STDS, scroll to STINET and enter DODISS ID Number MIL-STD-3004 (see Note 2 above).

Appendix E Maps

The NAS Kingsville Fuel Division will provide the following maps during the contract pre-bid on-site visit. The 8½ X 11 inch map or map set provided will become a part of the contract.

1. A local area map clearly showing the nearest major city/town, roads, the base, and outlying fields
2. A station/local area map showing the routes to any outlying fields requiring aviation or ground fuels support
3. Station and outlying field maps clearly showing all fuel facilities. Any connecting pipelines should be shown
4. Station and outlying field maps clearly showing the entire flightline areas, parking ramps by type of aircraft, hot pit facilities, restricted areas, and other information as may be useful to the Contractor
5. Station and outlying field map or a map set clearly showing all ground product delivery points (color coded by grade of product)

Appendix F Quality Surveillance

The primary purpose of the Quality Surveillance Plan (QSP) and these Performance Requirements Summaries (PRSs) is to identify those performance requirements considered most critical to acceptable contract performance and the corresponding standards of performance. A PRS also identifies the Acceptable Quality Level (AQL) for each required service. It specifies the lot size that will be used as the basis for payment calculation as well as for sampling purposes, and the quality assurance methods, which the Government will use to evaluate the Contractor's performance in meeting the contract requirements. Finally, the PRS shows the percentage of the contract price that each listed contract requirement represents.

Government Quality Assurance. At the end of each inspection period, the Government will compare contractor performance to the contract standards and AQL/Allowable Degree of Deviation (ADD) using the Quality Assurance Plans (QAPs). The Government will evaluate each required service based on one of the following inspection methods:

- a. Random sampling using the concepts of ANCI/ASQC Z1.4-1993
- b. One hundred percent inspection
- c. Validated customer complaints

Criteria for Acceptable and Unacceptable Performances. The standards indicate the levels of performance deemed acceptable to the Government. Performance of a required service is considered satisfactory when the percentage of defective units (unsatisfactory outputs) found by the Government during contract surveillance does not exceed that allowed by the AQL. When the percentage of defective units discovered by the COTR exceeds that allowed by the AQL/ADD, the contractor's performance is considered unsatisfactory. When the performance is unsatisfactory, the Contractor shall respond in writing to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain, in writing, why performance was unacceptable, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future. The COTR will evaluate the Contractor's explanation and recommend to the Contracting Officer if full payment, partial payment, or the contract termination process is applicable. The Contractor's payment for services rendered will be calculated as stated in paragraph 4.

Determination of the Number of Defective Units that Renders a Service Unsatisfactory. For services inspected by random sampling, the number is determined from the ANCI/ASQC Z1.4-1993 charts. For services inspected by other than random sampling, the reject (unacceptable) level equals the next whole number greater than the number of defectives allowed by AQL. (NOTE: If the AQL is expressed as a percentage, it must first be multiplied by the lot size to determine the number of defective units allowed by unsatisfactory performance.)

Re-performance of Unsatisfactory Work. At the Government's discretion, the Contractor shall re-perform, without additional cost to the Government, all work found by the COTR to be unsatisfactorily performed. The Contracting Officer will determine the amount of time the Contractor will be given to re-perform the work on a case-by-case basis. Re-performance will not improve the overall rating of the service in question.

For services sampled, the maximum contract payment per month is multiplied by the maximum payment percentage for the service to determine the maximum payment for acceptable service. This payment is multiplied by the percentage of the sample found acceptable to determine the percentage of the contract price that the Contractor will be paid for the listed service. The total number of defectives found, not just those in excess of the reject level, are used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from 100 percent determines the percentage of the lot found acceptable.

For services checked by One hundred percent inspection or validated customer complaint, the maximum payment percentage of the service in column 5 of the PRS is multiplied by the payment percentage of the lot found acceptable. The resulting percentage is the percentage of the monthly contract price that the Contractor will be paid for the listed service. The total number of defectives found, not just the defectives in excess of the reject level, are used to determine the percentage of the lot found acceptable.

For those services that are performed less frequently than monthly, surveillance and computation of the Contractor's payment will be made during or immediately following the month when that service is performed. The payment computation will be determined for the entire period since the last surveillance. Should computation of the Contractor's payment result in an amount less than has already been paid for the preceding month(s) of the period since the last surveillance, the Government will deduct the overpayment from the current month's invoice.

Contractor Payment

Satisfactory Service. For satisfactory performance of a service, the Government will pay the Contractor the percentage of the monthly contract price indicated for that service.

Unsatisfactory Service. For unsatisfactory performance not caused by Government interference or Government failure to provide C3 requirements, the Government will pay the Contractor only for the percent of work found to be satisfactory.

Random Sampling. Payment based upon a finding of unsatisfactory service is calculated on the percentage of the sample found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service x (% of sample found satisfactory)) = payment for percentage of service found satisfactory.

EXAMPLE	
Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	450 (lot size)
AQL	10%
Sample size:	50
Reject level:	11(MIL-STD-105D)
Unsatisfactory units found:	20
Satisfactory units found:	30
Service is unsatisfactory	
Maximum payment for satisfactory service would be	900
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

One hundred percent Inspection and Validated Customer Complaints. Payment for unsatisfactory service is based on the percentage of the **lot** found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service) x (% of lot found satisfactory) = payment for percentage of service found satisfactory.

EXAMPLE	
Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	100 (lot size)
AQL	10%
Unsatisfactory units found:	40
Satisfactory units found:	60
Service is unsatisfactory	\$900
Maximum payment for satisfactory service would be	
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

Payment for Service with a Surveillance Period Longer than Monthly. Some of the line items listed in the PRS have a surveillance period which is longer than monthly. Throughout the surveillance period, the Government will inspect each unit completed for these line items using the inspection method specified in the PRS. Each month the Government will pay the Contractor the maximum payment percentage allowed for that service, as if the service were found satisfactory. At the end of the surveillance period, the Government will compare the Contractor's performance for the entire surveillance period to the AQL for that line item to determine if overall performance for the line item was satisfactory.

Satisfactory Service. Payment for satisfactory performance will be calculated as follows: (maximum payment for satisfactory service) - (payments made during the surveillance period) = total amount of adjustment at the end of the surveillance period.

Unsatisfactory Service. Payment for unsatisfactory performance will be calculated as follows:

For services inspected by random sampling: (maximum payment for satisfactory service) x (% of sample found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

For services inspected by One hundred percent inspection and validated customer complaints: (maximum payment for satisfactory service) x (% of lot found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

Nothing in the foregoing provisions will diminish or preclude Government actions pursuant to the "Default" clause or other terms and conditions of this contract.

[illegible]

See ANSI/ASQC Z1.4-1993 Sampling Procedures and Tables for Inspections by Attributes

[illegible]

See ANSI/ASQC Z1.4-1993 Sampling Procedures and Tables for Inspections by Attributes

[illegible]

See ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspections by Attributes

Appendix G Monthly Workload Summary

1. Accurate and meaningful management decisions are dependent on detailed information regarding measurable tasks on which workforce structure and equipment requirements are made. This data must be updated continually to provide a meaningful picture of the fuel functions of a base. As applicable to the locations covered under this PWS, report the following by the 5th workday of each month. A separate report shall be submitted for each location, i.e., the main operating base and its supported outlying fields that receive/issue products and provide fuel services.

a. **Receipts and Returns to Bulk.** Provide information regarding receipts/returns to storage for all products, i.e., aviation fuels, ground fuels, recyclable fuels, used oil, and cryogenics products (receipts only). If a jet fuel recycling system is in use, consider the product pumped into the unfiltered or recyclable side of the system, to be a return of product to bulk (see paragraph “b” below regarding recycler output). Report the following:

- (1) The **Grade** of product received or returned to bulk. Use the appropriate grade code, “JPX” for recyclable jet fuel collected and returned to a recycling system for processing, and “FOR” for Used Oil.
- (2) The **Mode** of receipt/return to storage, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defuelers returning product to bulk. Use a separate line for each grade and mode entry.
- (3) The **Destination** of the product received or returned, i.e., bulk storage, a direct refueling system, the service station, cryogenics, etc. Also, include gross receipts and the number of receipts whereby bulk products are issued directly to fuel servicing equipment by another Service. For instance, Navy contracted refuelers at NAF Washington and NAS Willow Grove are replenished by the Air Force.
- (4) The total **Gallons** received or returned to bulk for each grade and mode entry for the report month.
- (5) State the **Number** of receipts/returns of product for each grade and mode entry for the report month.

The following are examples of receipt/return data:

Grade	Mode	Destination	Gallons	Number
JP8	PL	Bulk	1,232,843	4
JP8	RF	Bulk	4,039	1
JPX	RF	Recycling System	934	1
MUR	TT	Service Station	15,945	2
LOX	TT	Cryogenics	1,000	1

b. **Transfers from Bulk.** Provide information regarding the transfer (not sales) of product from bulk storage to other fuel systems or fuel servicing equipment. If a jet fuel recycling system is in use, consider the product pumped out of the system to be a truck fill (see paragraph “a” above regarding returns). Product issued directly from bulk storage to aircraft via a direct fueling system (no day tanks) and issues to commercial carriers destined for another base should be reported in section “c” below. Furnish information regarding:

- (1) The **Grade** of product transferred. Use the appropriate grade code, “JPX” for recyclable jet fuel collected and returned to a recycling system for processing, and “FOR” for Used Oil.
- (2) The **Gallons** of product transferred from bulk storage.
- (3) The **Mode** of transfer.
 - (a) Report **Truck Fills** of organic military or contract fuel servicing trucks, ground and aviation.

(b) Report intra-system **Transfer(s)** by pipeline to another system, i.e., bulk to a direct fueling system. For example, the following would represent transfers from bulk storage.

Grade	Mode	Gallons	Number
JP8	Fillstand to Refuelers	687,469	137
JPX	Recycler to Fuel Servicing Truck	874	1
JP8	Bulk to Direct Refueling System by Pipeline	393,954	9
MUR	Fillstand to Ground Fuel Servicing Truck	3,945	5

c. **Issues/Sales by Mode.** Provide issue/sales data, to include defuels, for all grades of product handled by the Contractor. Separate data by the appropriate grade and mode. Include dry run and cancellation data as a parenthetical note as illustrated below.

(1) The **Grade** of product issued/defueled. Use the applicable grade code, “JPX” for recyclable jet fuel collected and pumped to a recycling system for processing, and “FOR” for Used Oil.

(2) The **Mode** of issue/defuel, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defueler returning product to bulk.

(3) The total **Gallons** issued/defueled from the base bulk for the report month.

(4) The **Number** of issues/defuels for the report month.

The following are examples of issue data:

Grade	Mode of Issue	Gallons	Number
JP8	Issues by Mobile Refueler	632,604	306
JP8	Issues by Direct Refueling System	542,619	263
JP8	Fillstand to Commercial Carrier	7825	1
MUR	Issues by Ground Fuel Truck	9,481	179
JPX	Issues of Recycled Jet Fuel	527	1
MUR	Issues at the Service Station	22,317	1116
LS2	Issues at the Service Station	21,444	825
LOX	Issues from Cryogenics	2,050	41
LN2	Issues from Cryogenics	1,750	35
N2 Gas	Issues of Gas to Cylinders	N/A	215

The following are examples of defuel data:

Grade	Mode of Defuel	Gallons	Number
JP8	Defuels by Mobile Defueler	37,329	13
JP8	Defuels by Direct Refueling System	22,841	7
MUR	Defuels by Ground Fuel Truck	550	1
FOR	Defuel/Collection of Used Oil by Truck	2,200	37
JPX	Defuel/Collection of Recyclable Jet Fuel by Truck	500	1

d. The **Type and Number of Aircraft Serviced (issues/defuels).** Provide a table of the type of aircraft, basic model designation only, serviced (refueled/defueled) for the report month. Data reported should correlate with that reported in other sections of this report.

- (1) Report the **Type of Aircraft**, i.e., the basic type/model, serviced. For instance, total F-14As and F-14Bs would be reported as F-14.
- (2) By type/model report the **Number** of aircraft serviced.
- (3) Total **Gallons** issued to the specific type/model.
- (4) In terms of gallons issued, the **Range** of issues (maximum/minimum refuel for the report month) as may be applicable to the particular type aircraft.
- (5) By type/mode; report the **Number** defueled.
- (6) Total **Gallons** defueled from the specific type/model.
- (7) In terms of gallons defueled, the **Range** of defuels (maximum/minimum defuel for the report month) as may be applicable to the particular type aircraft.

For example, the following would represent issues and defuel data by aircraft type.

Type AC	Number	Total Gallons Refueled	Min/Max Refuel	Number	Total Gallons Defuel	Min/Max Defuel
T-45	4	1,176	283/307	0	0	0/0
F-14	315	711,327	715/2,117	23	24,718	315/1,750
F-18	254	463,896	314/1,933	17	16,434	225/1,625
P-3	3	6,823	1,326/3,121	1	2,322	2,322/2,322
C-130	7	21,423	2,725/3,127	0	0	0/0
C-9	2	4,117	2,000/2,117	0	0	0/0
C-141	2	9,512	4,102/5,410	0	0	0/0
C-5	1	14,372	14,372/14,372	0	0	0/0
Total	588	1,232,646		41	43,474	

e. **Refueling Workload Increments.** Provide jet fuel services workload data (truck and direct refueling operations) by date and four-hour increments for the report month. Do not consolidate or report consolidated runs, i.e., several aircraft of the same type, model, and series reported as a single run/issue. Report individual aircraft run and issue data. Data may be reported under as many as four distinct categories, “**Cold Truck Refuels/Defuels**” whereby the fuel servicing unit moves to the aircraft, “**Hot Truck Refuels (by hose or pantograph)**” whereby the aircraft is taxied to the servicing truck, “**Cold Pit Refuels/Defuels**”, the aircraft is towed to a servicing pit, and “**Hot Pit Refuels**” where the aircraft is taxied to the servicing pit and refueled with engines running. Copy Attachment 1 as needed and entitle/complete a form for the category of services provided at the reporting base. The form(s) may be handwritten but must be legible.

f. **Fuels Automated System (FAS) Data Report.** Provide a supplementary end of month FAS summary for the report month (see Attachment 2). The FAS generated data will be used for comparative analysis.

g. **Quality Surveillance.** Report the number of samples drawn and processed by the Contractor.

- (1) **Visual Samples.** Bottle samples drawn from a source, visually inspected, and disposed of immediately, i.e., sumps, low points, or filter samples.
- (2) **Submitted Samples.** Bottle samples drawn and submitted to the fuel laboratory for analysis. Provide the number of tests for water, sediment, API gravity, flash point, FSII levels, and any other specific tests performed.
- (3) Samples via the **Field-Test Kit** for water and sediment (direct read and comparative analysis accomplished by operators during system and truck recirculation).

(4) **Correlation Samples.** Report samples drawn and processed as well as drawn and shipped.

The following is an example of the quality surveillance information required regarding sampling and testing.

Quality Surveillance								
Product	Samples ⁽¹⁾	Visual ⁽²⁾	API Gravity	Particulate ⁽³⁾	AEL Water ⁽⁴⁾	Flash Point	FSII	EC ⁽⁵⁾
Jet Fuel								
MUR								
LS2								
FS2								

(1) Estimate of total samples, by grade, for a year based on the total number of sampling points, i.e., trucks (), fillstands (), direct fueling system filters (), tanks (), and other equipment/points requiring testing.

(2) Visual test includes the inspection for particulate matter, free water, color, and appearance.

(3) As determined by CFD, CCFD, Gravimetric Method, or the Gammon Field Test Kit.

(4) As determined by CCFD, Mark II AEL Water Detector, or the Gammon Field Test Kit.

(5) As determined by ASTM D2624, Standard Test Method for Electrical Conductivity of Aviation [JP8] and Distillate Fuels Containing SDA.

Workload Data for _____								
Day ⁽¹⁾	Date	0000-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
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	20							
	21							
	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
Weekdays ⁽²⁾								
Weekends/Holidays ⁽³⁾								
Total								

(1) Enter the day of the week corresponding to the date of the month.

(2) Enter weekday workload excluding holidays.

(3) Enter weekend and holiday workload.

Attachment 1

DAILY SUMMARY FROM 01/01/1999 TO 01/31/1999 (EXAMPLE)

TIME	RUNS	F/S	RESPONSE
0000-0100	914	0	0
0100-0200	593	0	0
0200-0300	407	0	0
0300-0400	421	0	2.00
0400-0500	328	0	0
0500-0600	494	0	5.00
0600-0700	345	0	10.00
0700-0800	671	1	0
0800-0900	729	0	76.75
0900-1000	933	1	47.00
1000-1100	1093	2	54.50
1100-1200	1523	2	23.60
1200-1300	1985	2	36.00
1300-1400	1758	1	19.55
1400-1500	1621	1	14.89
1500-1600	1415	0	159.00
1600-1700	1933	0	12.00
1700-1800	2114	0	8.67
1800-1900	1967	1	10.00
1900-2000	1339	0	0
2000-2100	1315	0	2.00
2100-2200	633	0	0
2200-2300	820	0	0
2300-2400	1549	0	0

TOTAL	26930	11	33.29
TRUCKS		HYDRANTS	
0-400	588	0-6000	22773
401-1800	2358	6000-16000	13
1801-2700	662	16000-26000	5
2701-3500	39	26000-36000	2
3501-	54	36000-	0
TRUCK DEFUELS		90	
HYD DEFUELS		426	
ALL DEFUELS		516	
TOTAL REFUELS		35877481.0	
TOTAL DEFUELS		367190.000	
NET		35510291.0	
AVERAGE GALLONS ISSUED		1335.13	
AVERAGE GALLONS DEFUELED		727.11	
TOTAL CANCELLATIONS		1069	

Attachment 2

VEHICLE IDENTIFICATION WORKSHEET

A. CONTRACT DATA

Contract Location	Contract Number	Contract Period

B. THE TRACTOR (PRIME MOVER)

Manufacture		Model	Model Year	Gas/Diesel
Number of Axles	Gross GVWR	GVWR Front	GVWR 1st Rear	GVWR 2nd Rear
VIN		Contractor Control Number		License No. (if applicable)

C. THE CARGO TANK/REFUELER

Manufacture	Year Manufactured	Capacity	No. of Axles	GVWR
MC/DOT Specification	Date Certified	Certification No.		
VIN or Tank Serial No.	Contractor Number	License No. (if applicable)		

D. NOTES & ATTACHMENTS

Attach a copy of the cargo tank certification, vehicle weight certifications, equipment waivers and other documents as may be pertinent and applicable to the identification of the vehicle presented for inspection.

Contract Representative	Date
-------------------------	------

NAVPETOFF Equipment Control Form

EXHIBIT 1 **Jet Fuel Receipt Data and Trends for NAS Kingsville**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-97	903,561	115	Oct-98	440,505	56
Nov-97	915,140	116	Nov-98	481,794	70
Dec-97	641,191	82	Dec-98	724,435	90
Jan-98	798,087	102	Jan-99	393,789	50
Feb-98	663,023	85	Feb-99	595,487	80
Mar-98	805,666	103	Mar-99	1,229,311	156
Apr-98	823,950	107	Apr-99	771,357	100
May-98	669,702	88	May-99	869,700	114
Jun-98	742,444	99	Jun-99	569,360	69
Jul-98	1,141,382	147	Jul-99	727,859	95
Aug-98	908,108	117	Aug-99	801,071	107
Sep-98	710,525	90	Sep-99	1,142,737	149
Total	9,722,779	1,251	Total	8,747,405	1,136

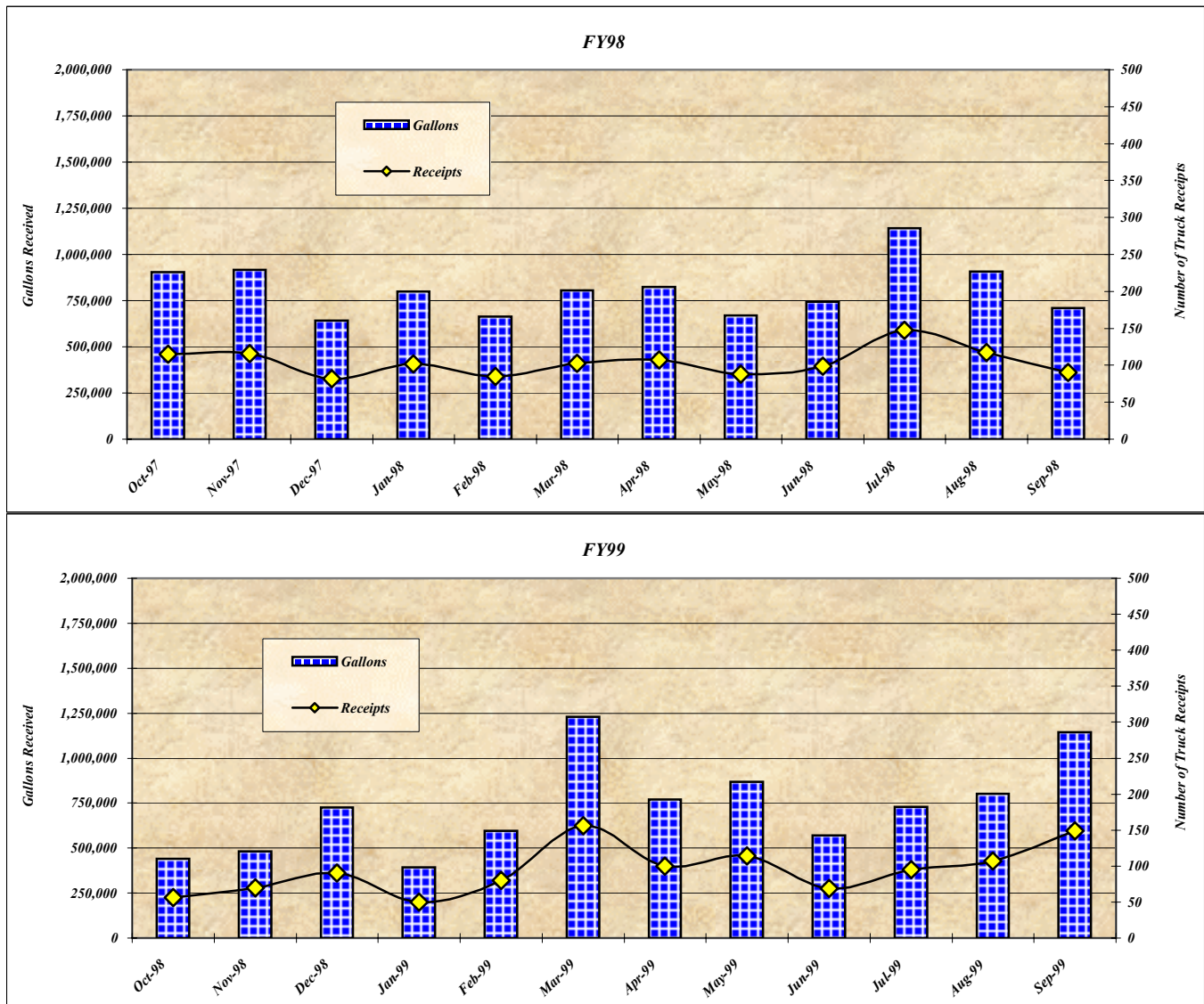


EXHIBIT 1**Jet Fuel Receipt Data and Trends for NAS Kingsville**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-99	716,372	93	Oct-00	344,277	44
Nov-99	514,676	67	Nov-00	290,781	37
Dec-99	674,538	87	Dec-00	647,069	82
Jan-00	713,444	93	Jan-01	509,689	65
Feb-00	619,568	80	Feb-01	501,410	65
Mar-00	949,496	125	Mar-01	776,785	103
Apr-00	754,872	99	Apr-01	510,549	70
May-00	790,339	105	May-01	939,865	127
Jun-00	672,122	86	Jun-01	924,156	125
Jul-00	867,953	110	Jul-01	643,065	87
Aug-00	956,938	122	Aug-01	700,142	116
Sep-00	857,870	109	Sep-01	726,916	99
Total	9,088,188	1,176	Total	7,514,704	1,020

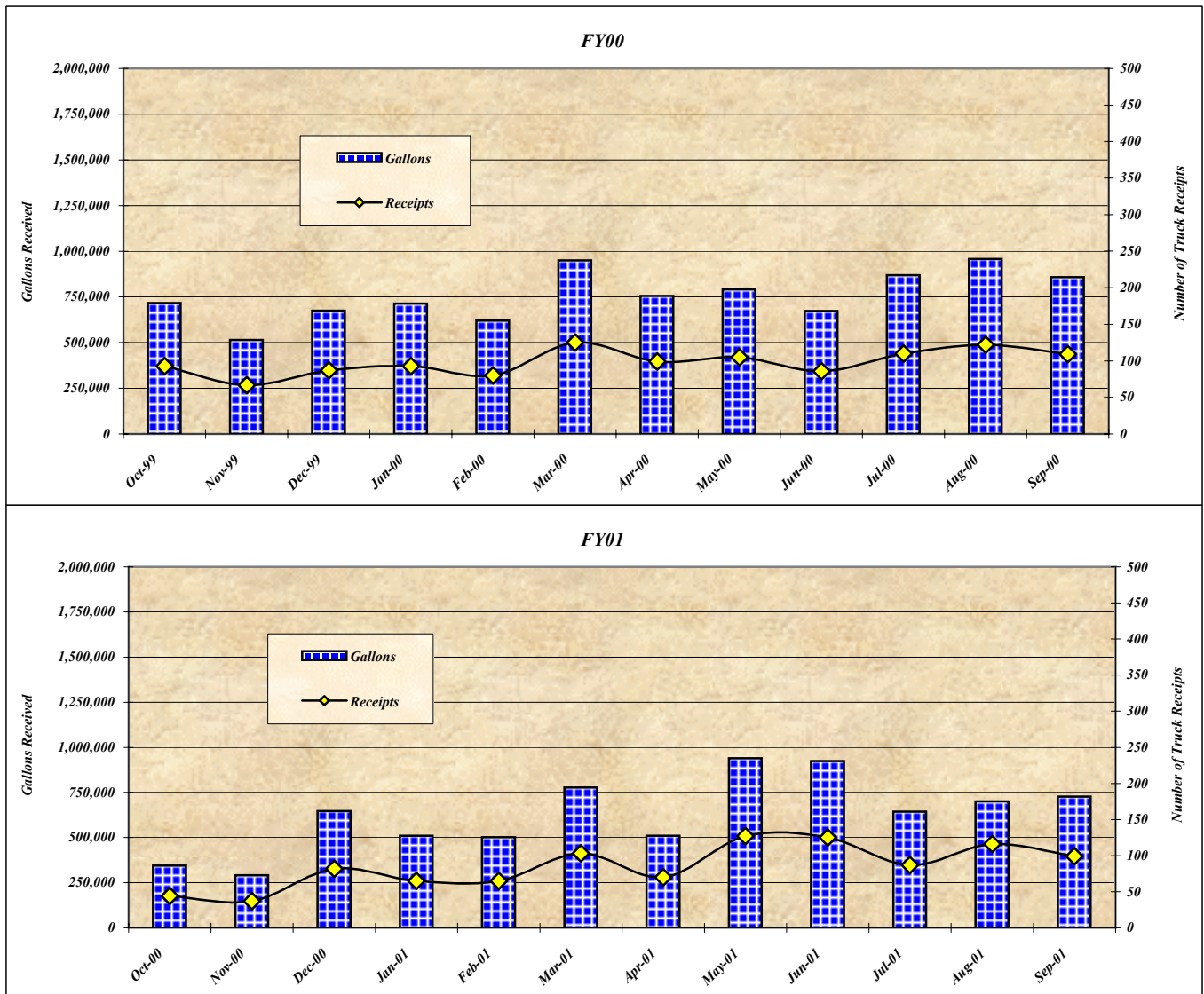


EXHIBIT 1**Jet Fuel Receipt Data and Trends for NAS Kingsville**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-01	879,719	114	Oct-02		
Nov-01	594,292	77	Nov-02		
Dec-01	387,074	50	Dec-02		
Jan-02	519,063	67	Jan-03		
Feb-02	592,223	77	Feb-03		
Mar-02	649,639	84	Mar-03		
Apr-02	610,107	80	Apr-03		
May-02	715,204	91	May-03		
Jun-02	578,808	76	Jun-03		
Jul-02	589,230	77	Jul-03		
Aug-02	598,653	84	Aug-03		
Sep-02	607,298	85	Sep-03		
Total	7,321,310	962	Total	0	0

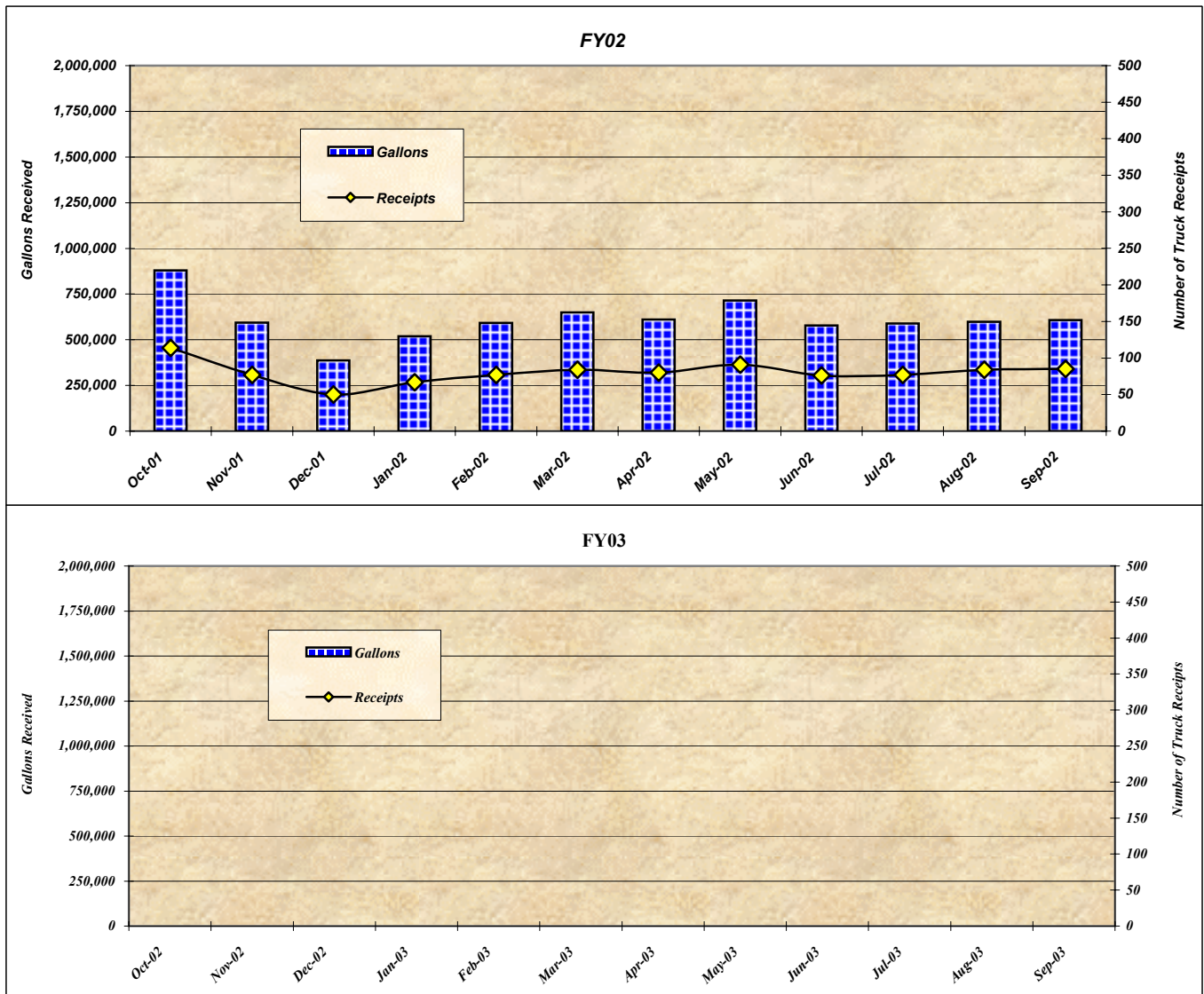


EXHIBIT 2
Jet Fuel Issue Data and Trends for NAS Kingsville
(All figures in gallons)

Month	FY98	FY99	FY00	FY01	FY02	FY03
October	921,252	763,943	709,542	690,474	706,128	
November	614,303	497,219	695,435	752,452	577,983	
December	738,064	677,362	753,394	445,073	450,740	
January	586,214	695,469	675,124	588,076	605,468	
February	640,595	703,572	814,713	566,755	651,763	
March	1,037,812	902,517	838,333	703,169	640,117	
April	983,641	690,586	816,836	757,729	641,956	
May	685,108	760,641	796,549	858,648	672,521	
June	911,805	786,580	765,337	854,558	597,832	
July	1,146,471	737,360	838,125	803,495	611,852	
August	775,754	754,513	864,510	765,450	717,369	
September	720,447	779,744	682,973	750,738	518,175	
Total	9,761,466	8,749,506	9,250,871	8,536,617	7,391,904	0

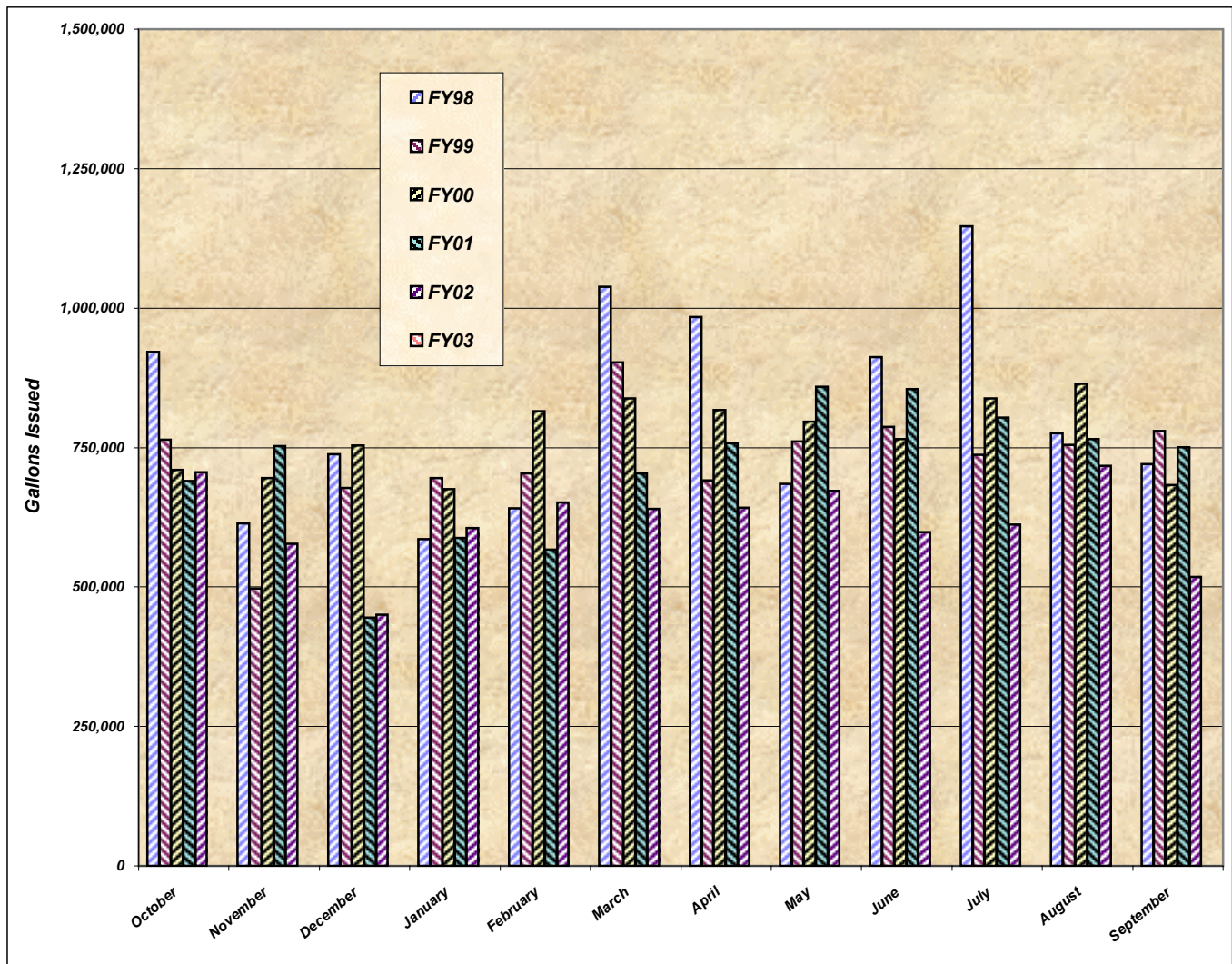


EXHIBIT 3
Summary Data for Fuel Services by Truck at NAS Kingsville
Fiscal year 1999

Month	Weekdays	Weekends	Total
Oct-98	2395	110	2505
Nov-98	1360	166	1526
Dec-98	1945	122	2067
Jan-99	1895	224	2119
Feb-99	1907	170	2077
Mar-99	2612	180	2792
Apr-99	2077	44	2121
May-99	2126	144	2270
Jun-99	2303	108	2411
Jul-99	2193	54	2247
Aug-99	2178	107	2285
Sep-99	2309	73	2382
Year Total	25300	1502	26802

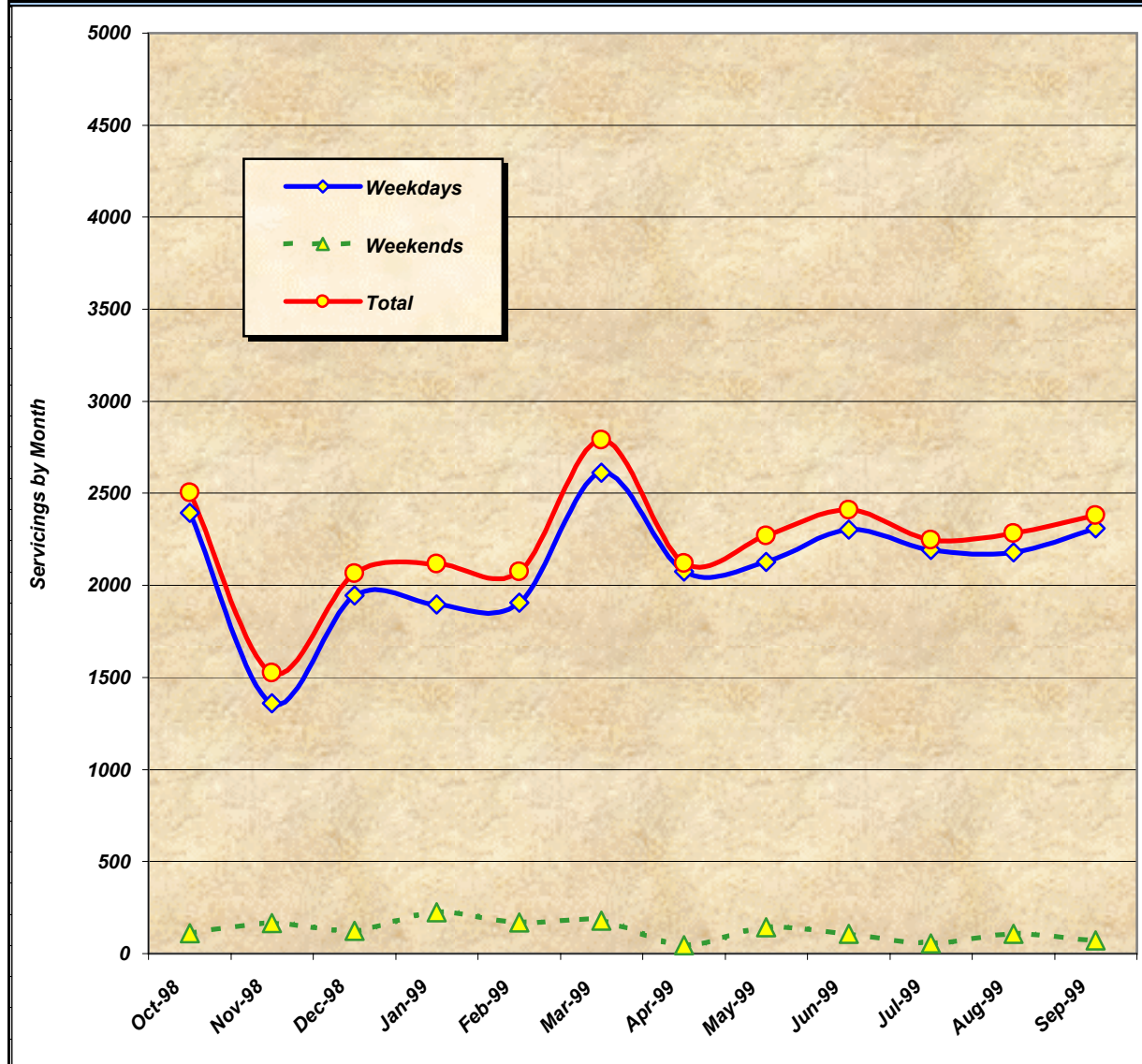


EXHIBIT 3

Typical Truck Services Workload by Day of the Week at NAS Kingsville
Fiscal Year 1999

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	3	3	19	29	28	15	98
Tuesday	2	3	19	31	30	16	101
Wednesday	2	2	21	34	34	19	112
Thursday	2	2	22	35	31	17	112
Friday	2	3	22	31	18	5	82
Saturday	0	0	1	1	0	0	2
Sun/Hol	0	0	1	6	13	4	24

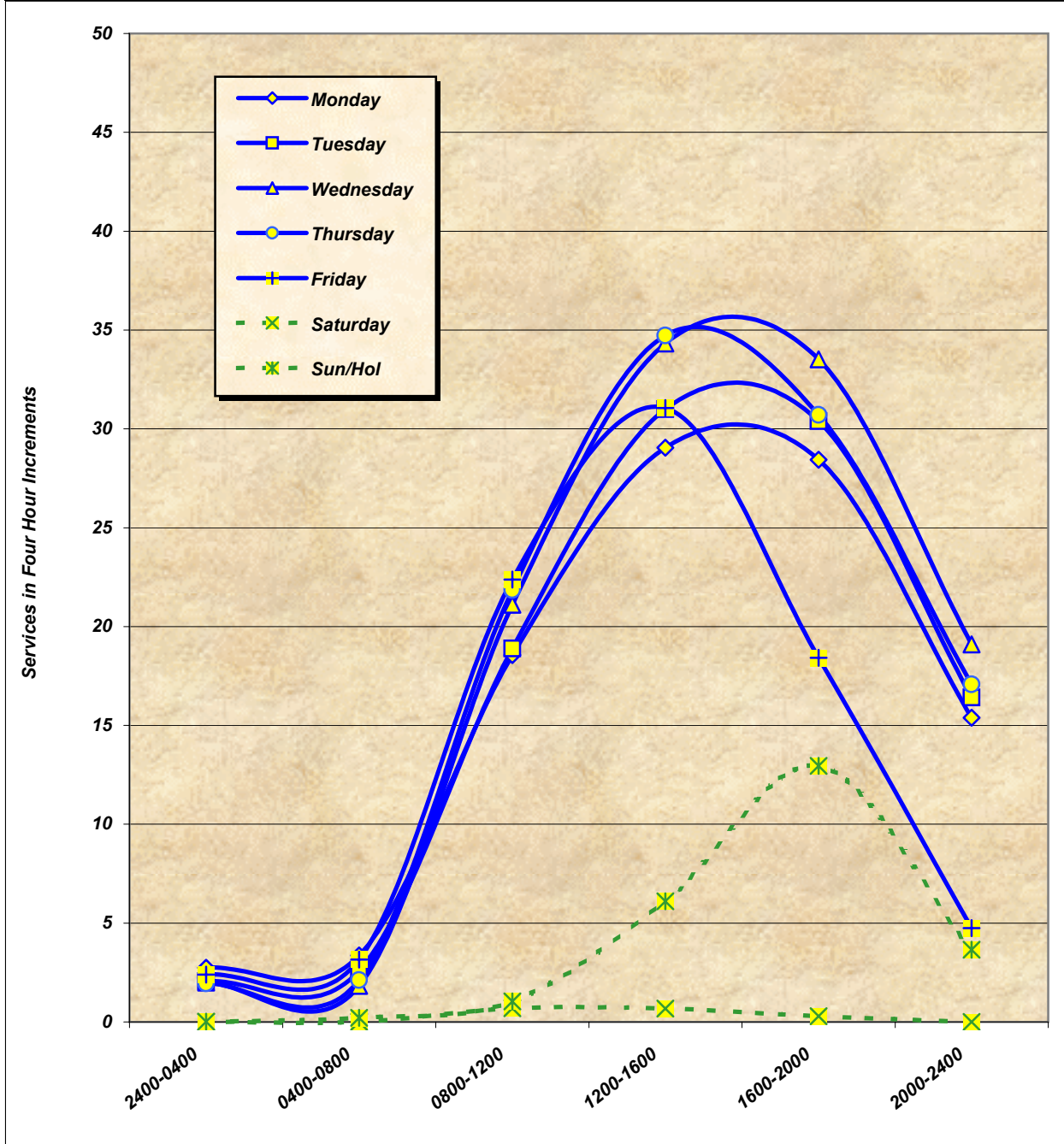


EXHIBIT 4

Summary Data for Fuel Services Workload by Truck for NAS Kingsville
Fiscal Year 2000

Month	Weekdays	Weekends	Total
Oct-99	2010	126	2136
Nov-99	1416	705	2121
Dec-99	2191	110	2301
Jan-00	1949	125	2074
Feb-00	2164	227	2391
Mar-00	2246	199	2445
Apr-00	2306	248	2554
May-00	2456	57	2513
Jun-00	2365	139	2504
Jul-00	2523	86	2609
Aug-00	2662	123	2785
Sep-00	2048	95	2143
Year Total	26336	2240	28576

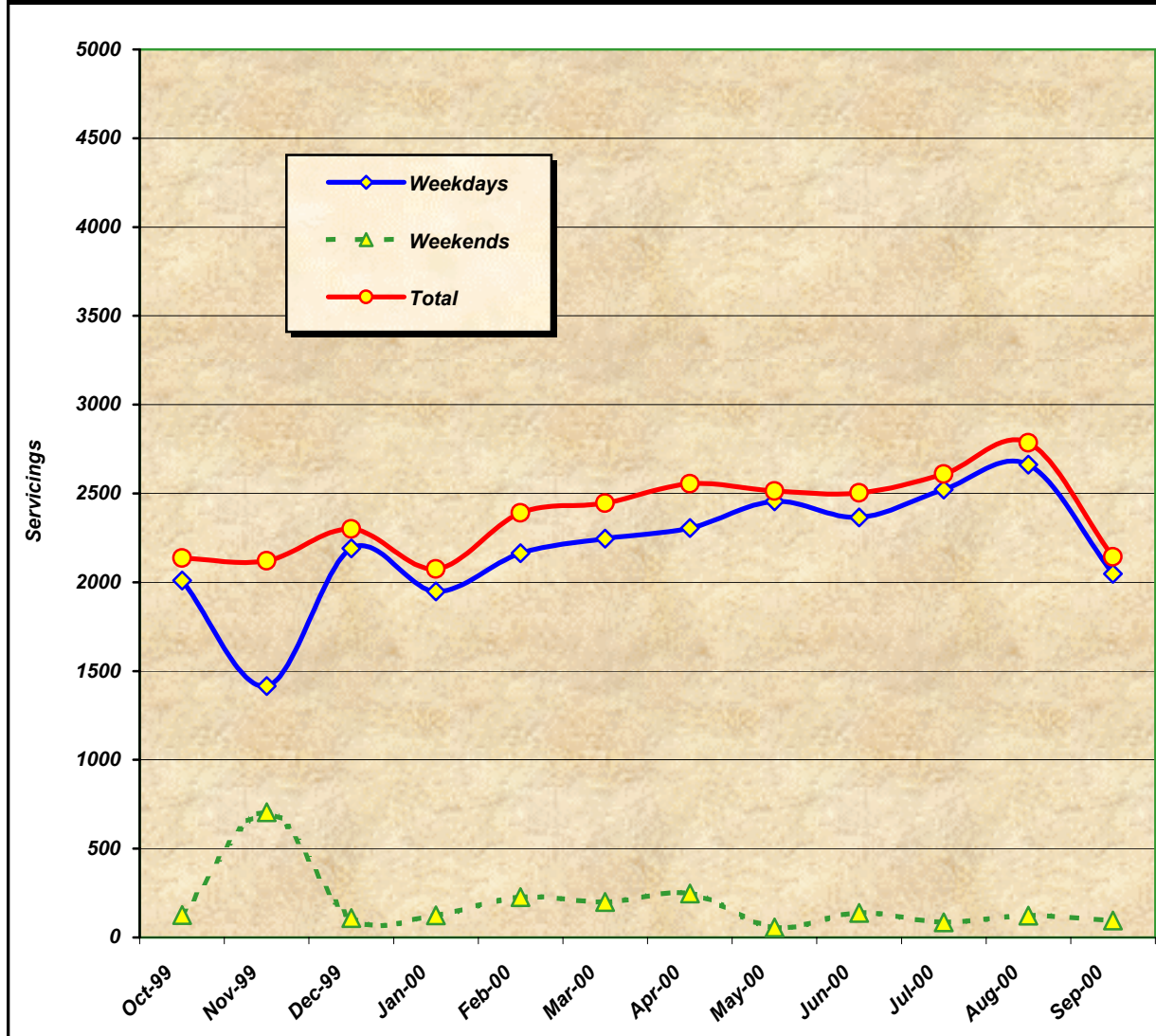


EXHIBIT 4

Typical Truck Services Workload by Day of the Week for NAS Kingsville
Fiscal Year 2000

DOTW	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	1	3	23	30	28	16	102
Tuesday	3	3	24	36	31	20	116
Wednesday	2	3	23	35	33	22	116
Thursday	3	3	27	36	31	19	120
Friday	3	2	24	30	17	3	79
Saturday	0	0	1	1	1	0	2
Sun/Hol	0	0	3	6	12	8	29

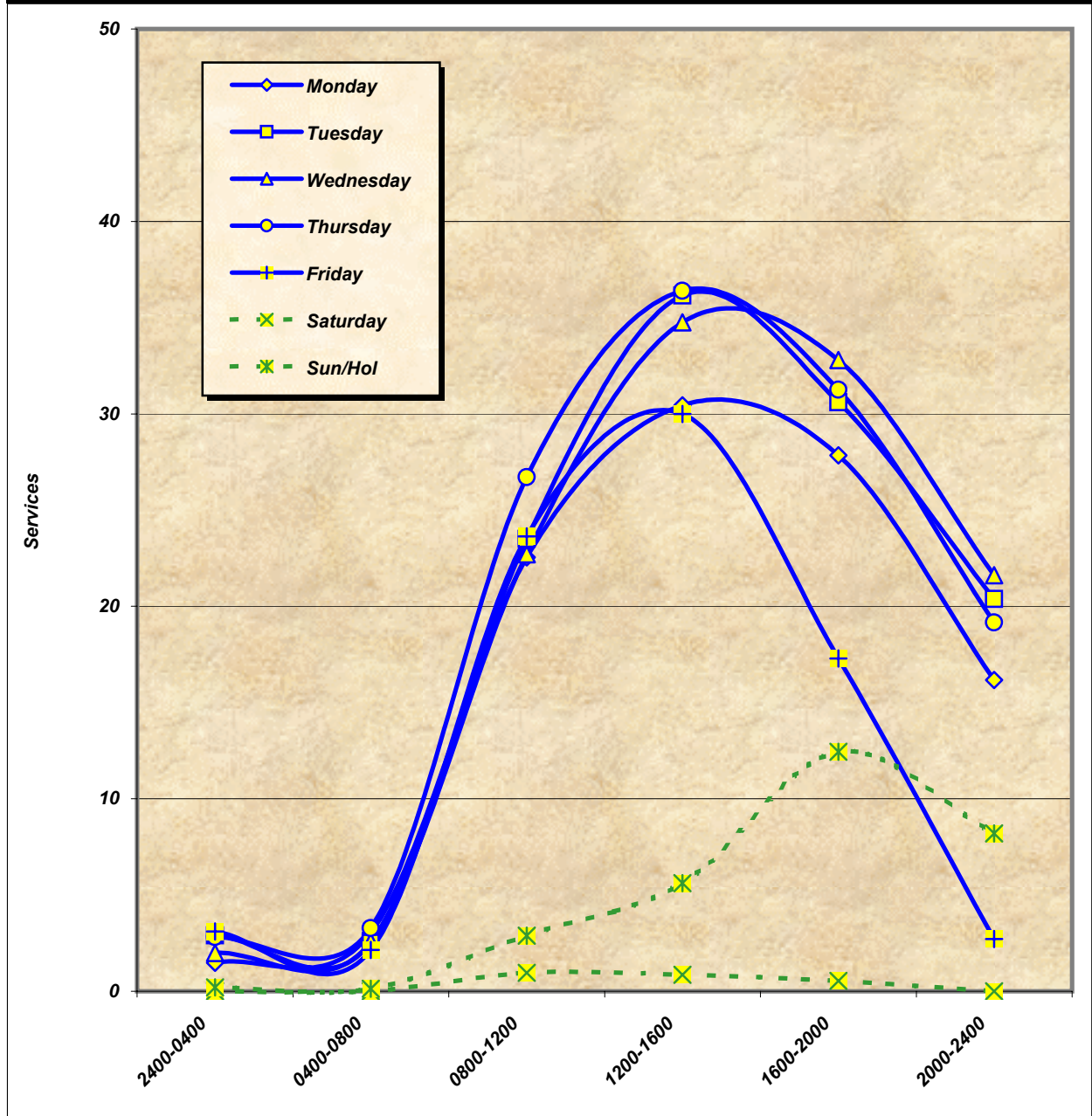


EXHIBIT 5**Summary Data for Fuel Services Workload by Truck for NAS Kingsville***Fiscal Year 2001*

Month	Weekdays	Weekends	Total
Oct-00	1988	83	2071
Nov-00	2217	128	2345
Dec-00	1283	42	1325
Jan-01	1533	295	1828
Feb-01	1741	90	1831
Mar-01	1898	254	2152
Apr-01	2279	150	2429
May-01	2566	85	2651
Jun-01	2588	153	2741
Jul-01	2168	351	2519
Aug-01	2247	130	2377
Sep-01	2086	256	2342
Year Total	24594	2017	26611

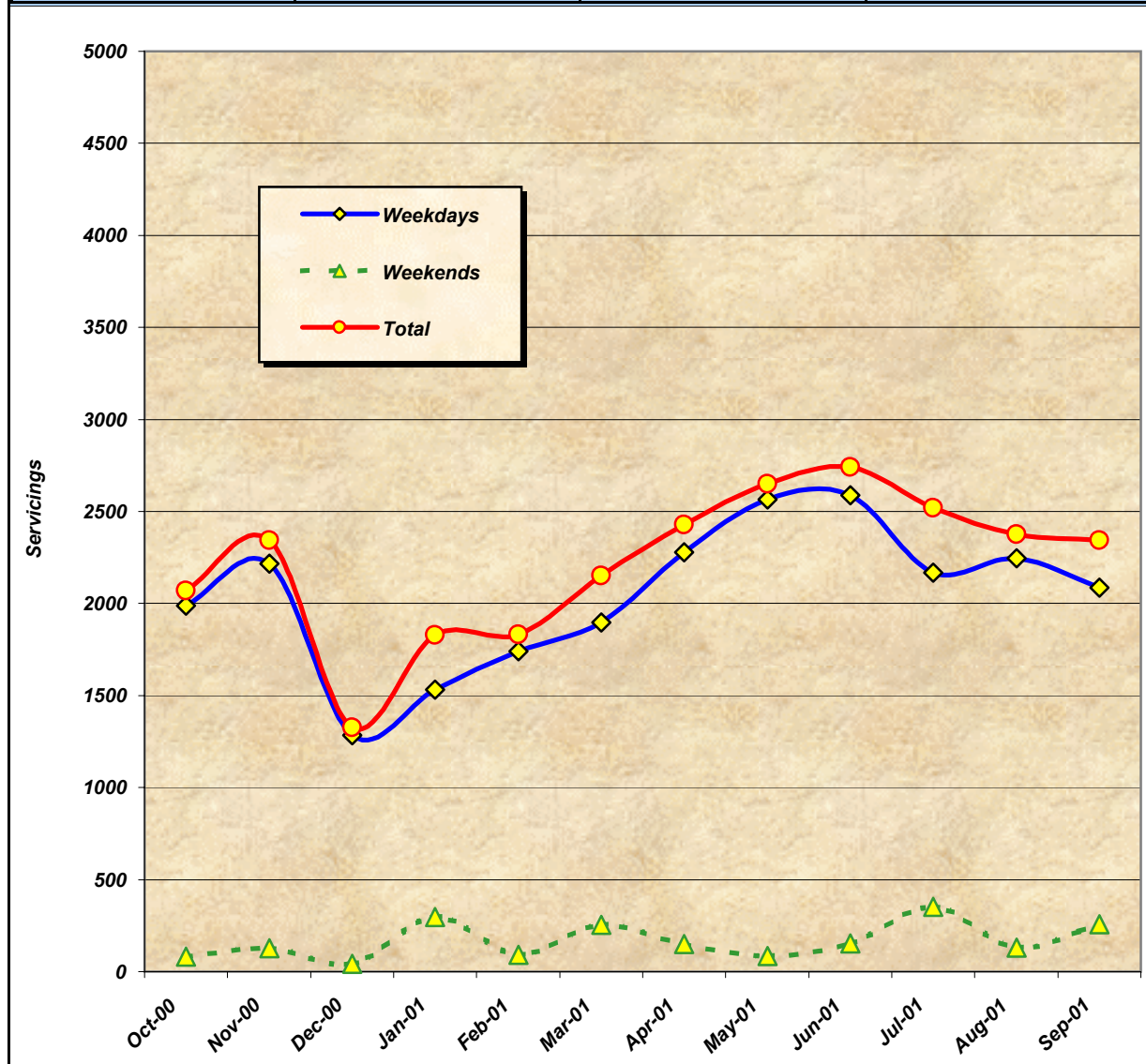


EXHIBIT 5

Typical Truck Services Workload Data by Day of the Week for NAS Kingsville
Fiscal Year 2001

DOTW	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	2	2	19	31	27	18	107
Tuesday	1	3	20	32	26	15	97
Wednesday	2	2	17	26	22	15	103
Thursday	2	3	18	28	24	15	104
Friday	1	2	14	23	18	7	71
Saturday	0	0	3	5	3	1	8
Sun/Hol	0	0	0	3	6	4	34

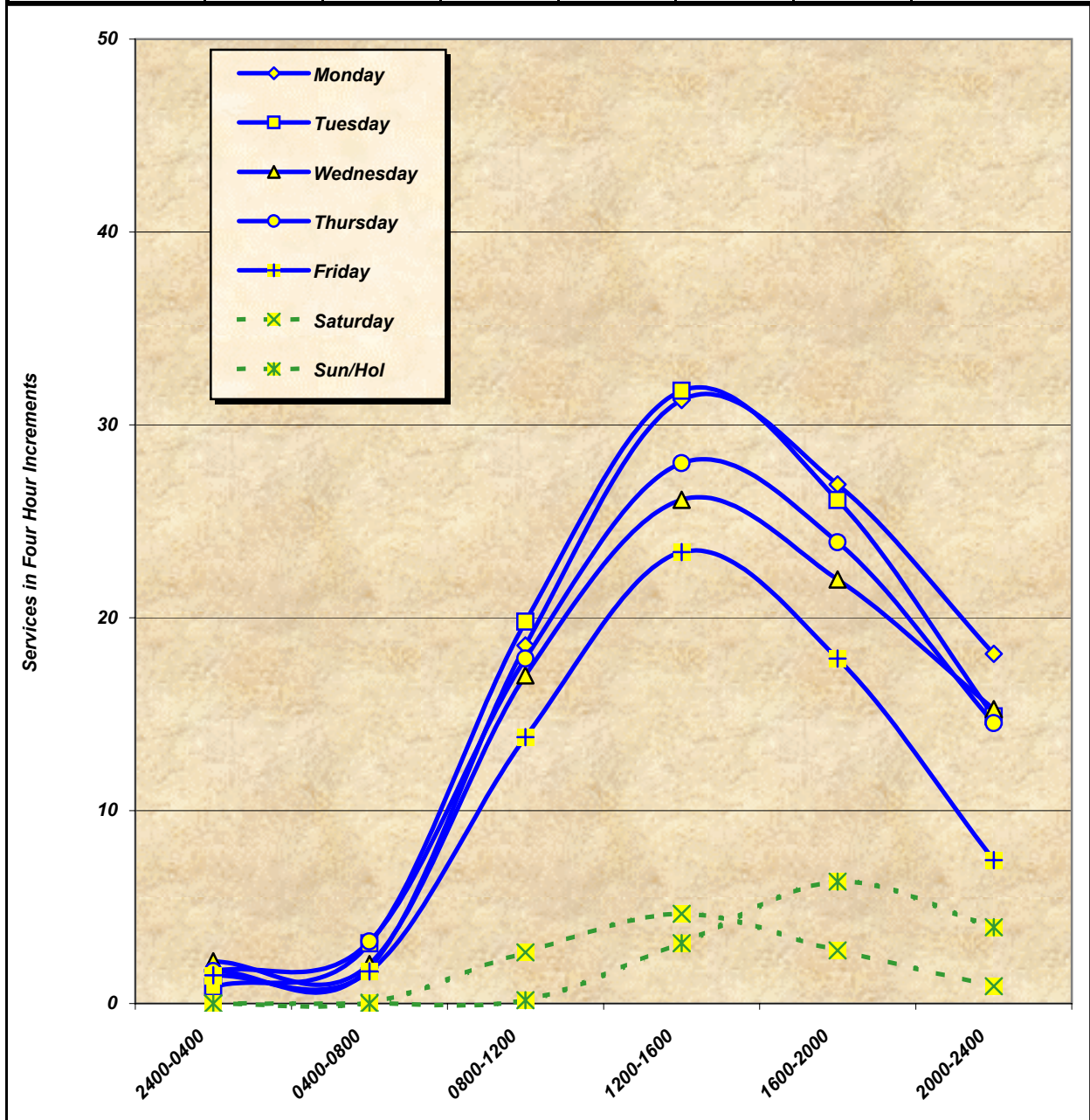


EXHIBIT 6**Summary Data for Fuel Services Workload by Truck for NAS Kingsville***Fiscal Year 2002*

Month	Weekdays	Weekends	Total
Oct-01	2083	62	2145
Nov-01	1704	163	1867
Dec-01	1329	52	1381
Jan-02	1437	415	1852
Feb-02	1423	529	1952
Mar-02	1422	578	2000
Apr-02	1337	540	1877
May-02	1633	528	2161
Jun-02	1414	501	1915
Jul-02	1490	492	1982
Aug-02	2095	158	2253
Sep-02	1653	74	1727
Year Total	19020	4092	23112

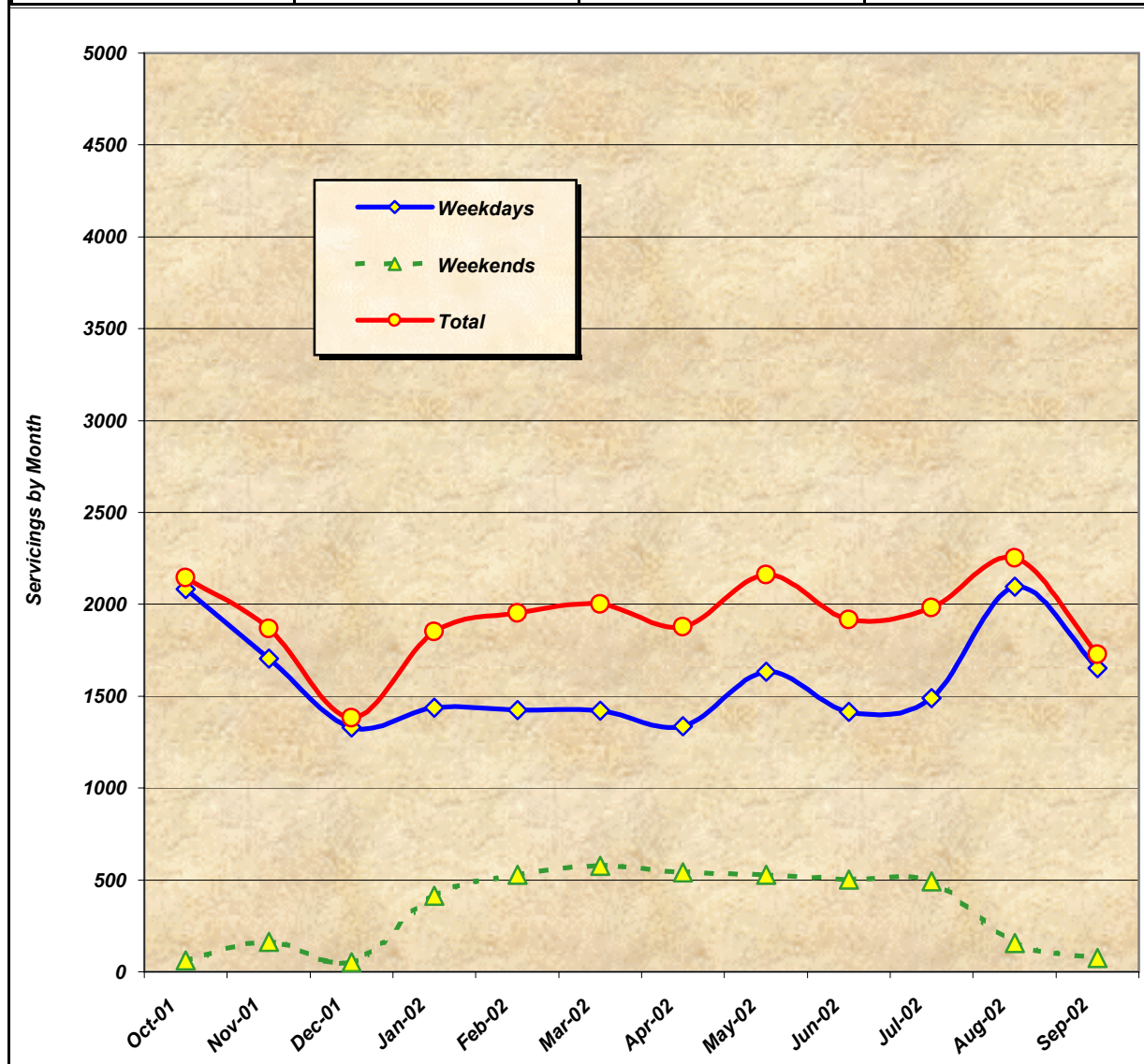


EXHIBIT 6

Typical Truck Services Workload Data by Day of the Week for NAS Kingsville
Fiscal Year 2002

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	1	3	18	30	26	15	93
Tuesday	2	2	21	33	27	17	102
Wednesday	2	3	18	30	23	14	88
Thursday	2	2	19	28	17	4	71
Friday	1	0	5	7	3	0	17
Saturday	0	0	2	4	7	4	16
Sun/Hol	1	1	12	19	19	12	63

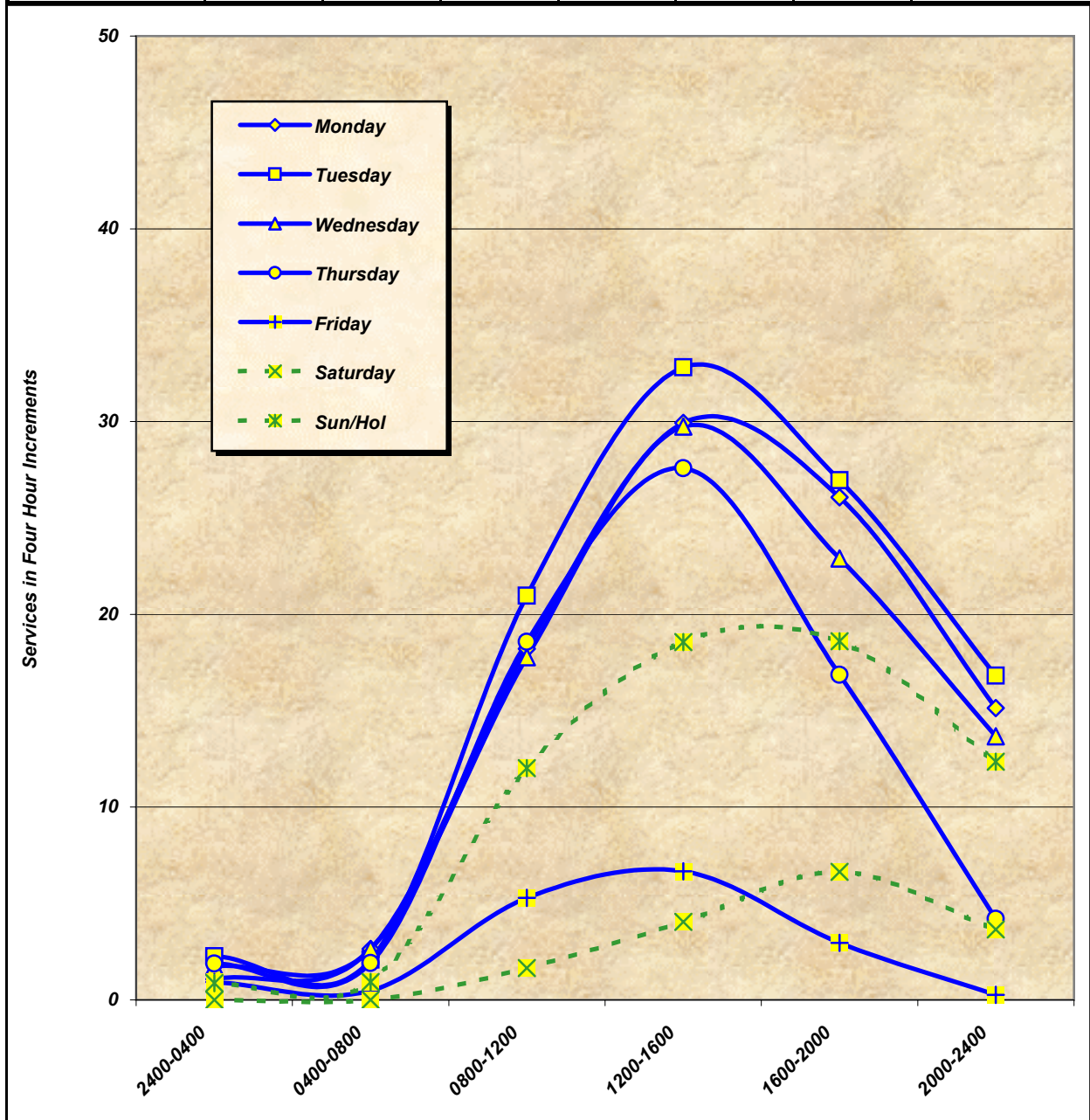


EXHIBIT 7
Fuel Services Workload Data
Fiscal Year 2003

Month	TrksWkdys	TrksWknds	Total
Oct-02	0	0	0
Nov-02	0	0	0
Dec-02	0	0	0
Jan-03	0	0	0
Feb-03	0	0	0
Mar-03	0	0	0
Apr-03	0	0	0
May-03	0	0	0
Jun-03	0	0	0
Jul-03	0	0	0
Aug-03	0	0	0
Sep-03	0	0	0
Year Total	0	0	0

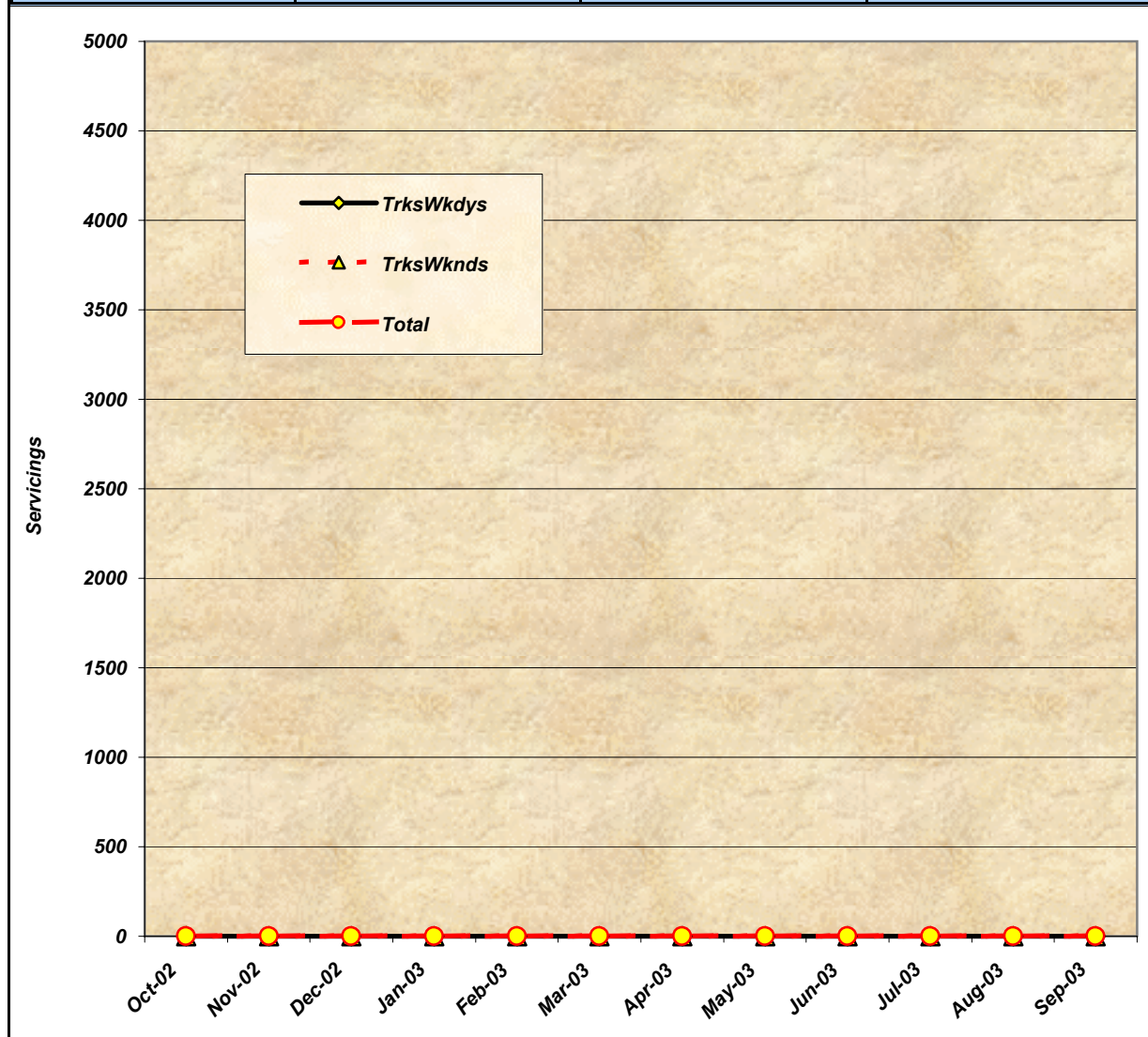


EXHIBIT 7
Typical Truck Services Workload Data by Day of the Week
Fiscal Year 2003

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	0	0	0	0	0
Tuesday	0	0	0	0	0	0	0
Wednesday	0	0	0	0	0	0	0
Thursday	0	0	0	0	0	0	0
Friday	0	0	0	0	0	0	0
Saturday	0	0	0	0	0	0	0
Sun/Hol	0	0	0	0	0	0	0

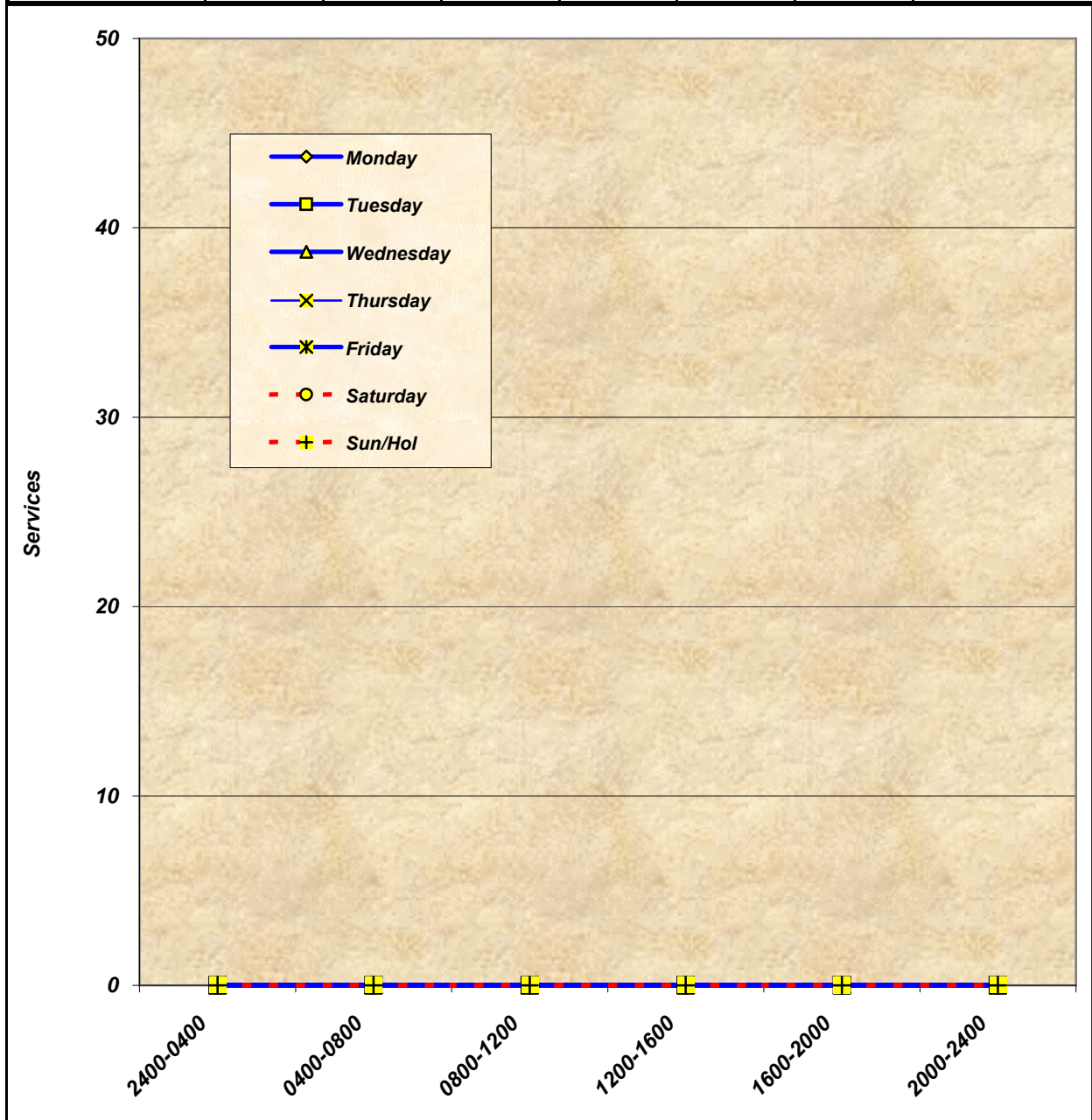


EXHIBIT 8

Jet Fuel Receipt Data and Trends for NALF Orange Grove

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-97	99,024	13	Oct-98	47,763	6
Nov-97	44,060	6	Nov-98	15,940	2
Dec-97	46,573	6	Dec-98	31,347	4
Jan-98	22,246	3	Jan-99	39,204	5
Feb-98	60,194	8	Feb-99	32,919	4
Mar-98	68,027	9	Mar-99	38,711	5
Apr-98	86,271	13	Apr-99	30,293	4
May-98	43,891	6	May-99	30,707	4
Jun-98	44,423	6	Jun-99	38,708	5
Jul-98	38,941	5	Jul-99	38,823	5
Aug-98	46,303	6	Aug-99	61,186	8
Sep-98	23,414	3	Sep-99	54,215	7
Total	623,367	84	Total	459,816	59

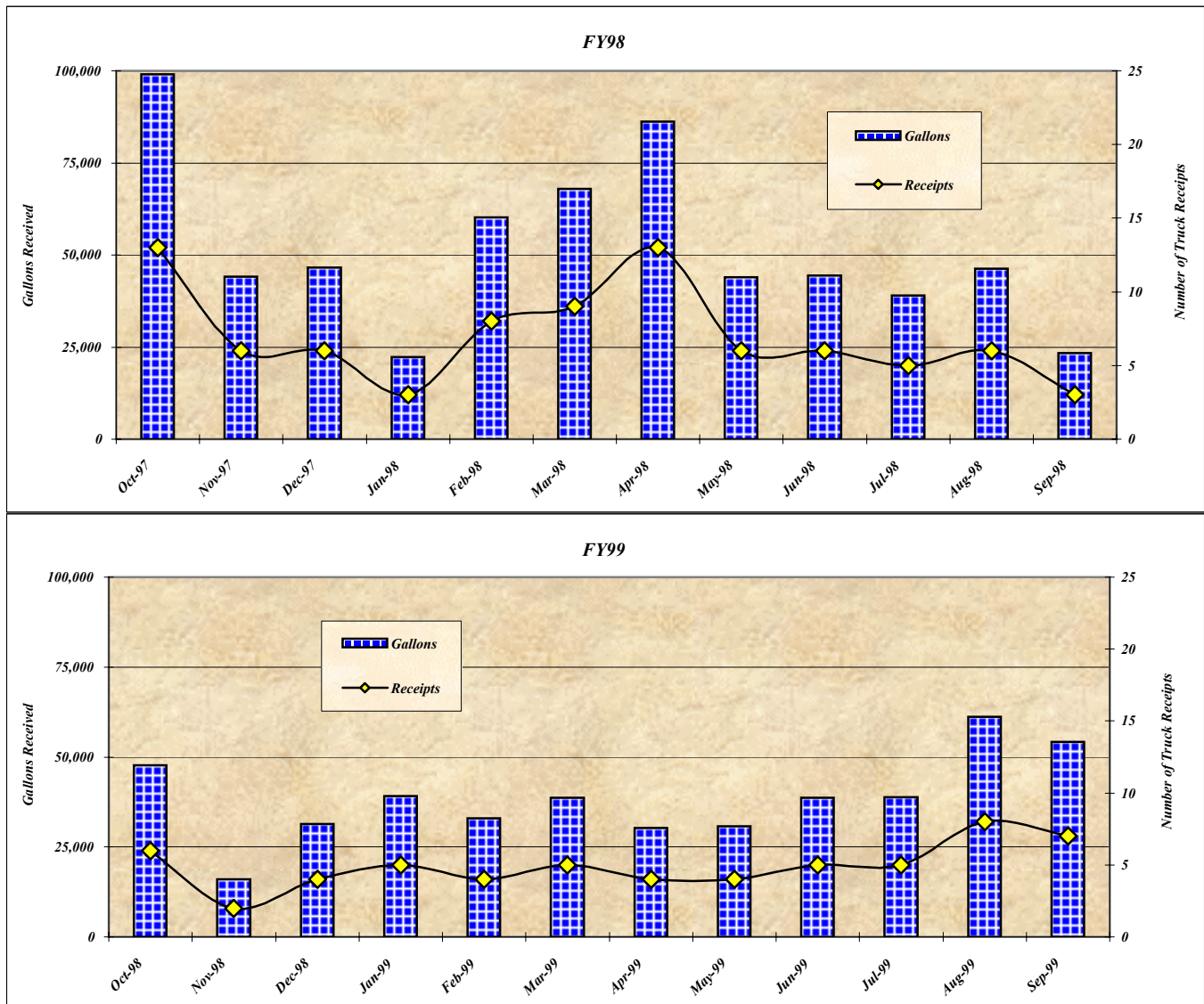


EXHIBIT 8**Jet Fuel Receipt Data and Trends for NALF Orange Grove**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-99	46,555	6	Oct-00	23,482	3
Nov-99	38,836	5	Nov-00	39,495	5
Dec-99	23,231	3	Dec-00	8,006	1
Jan-00	37,535	5	Jan-01	15,751	2
Feb-00	30,796	4	Feb-01	39,290	5
Mar-00	38,454	5	Mar-01	0	0
Apr-00	38,318	5	Apr-01	29,627	4
May-00	38,888	5	May-01	59,205	8
Jun-00	70,311	9	Jun-01	44,192	6
Jul-00	55,341	7	Jul-01	44,524	6
Aug-00	78,191	10	Aug-01	36,815	8
Sep-00	54,671	7	Sep-01	0	0
Total	551,127	71	Total	340,387	48

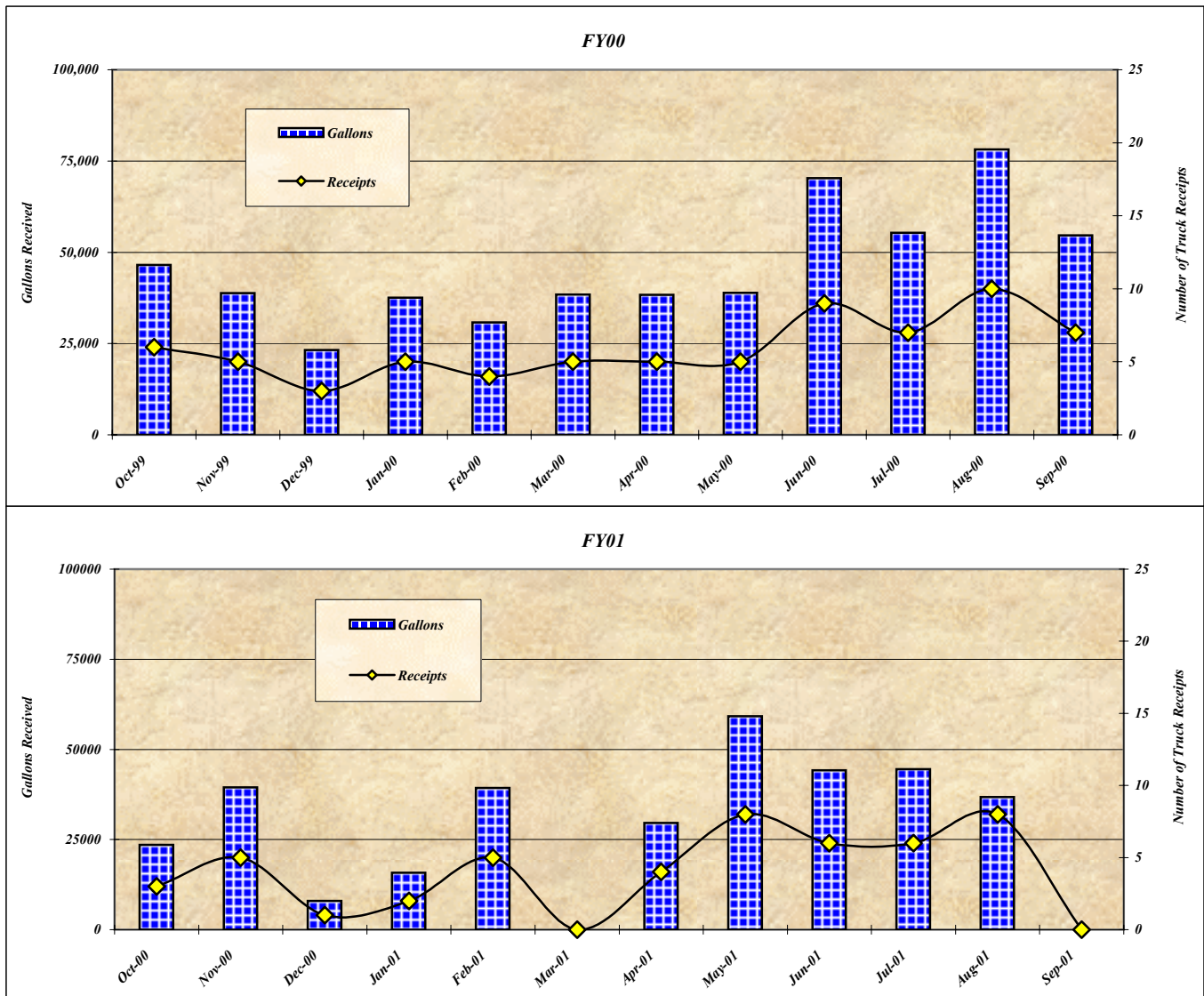


EXHIBIT 8**Jet Fuel Receipt Data and Trends for NALF Orange Grove**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-01	53,460	8	Oct-02		
Nov-01	36,995	5	Nov-02		
Dec-01	7,200	1	Dec-02		
Jan-02	43,203	6	Jan-03		
Feb-02	29,124	4	Feb-03		
Mar-02	28,845	4	Mar-03		
Apr-02	29,163	4	Apr-03		
May-02	36,180	5	May-03		
Jun-02	36,242	5	Jun-03		
Jul-02	22,307	3	Jul-03		
Aug-02	43,383	6	Aug-03		
Sep-02	29,959	4	Sep-03		
Total	396,061	55	Total	0	0

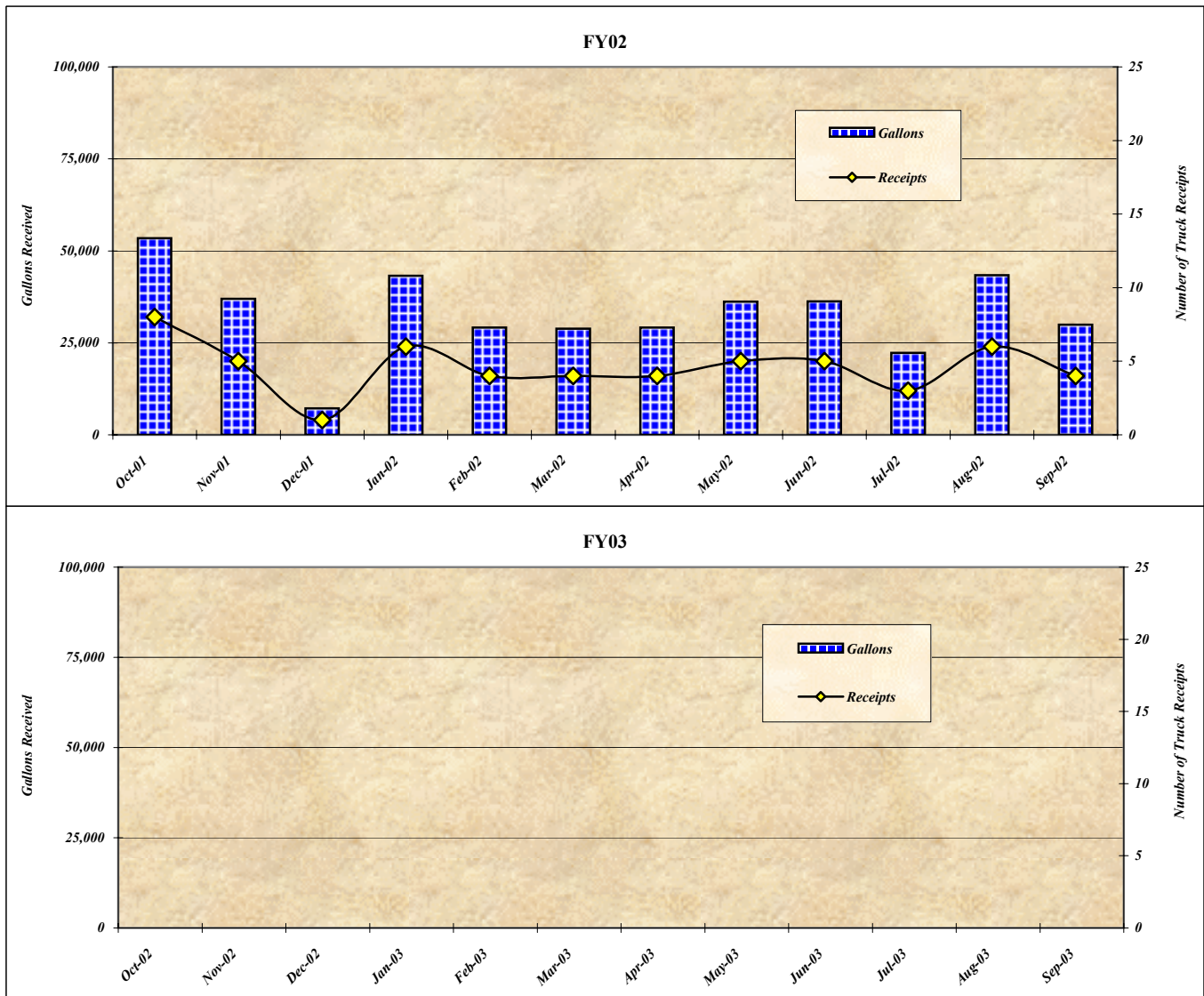


EXHIBIT 9
Jet Fuel Issue Data and Trends for NALF Orange Grove
 (All figures in gallons)

Month	FY98	FY99	FY00	FY01	FY02	FY03
October	80,406	46,261	55,003	28,425	41,559	
November	36,896	17,384	39,994	33,864	35,044	
December	57,912	26,729	17,867	7,462	13,321	
January	22,915	43,032	37,909	22,875	44,838	
February	48,026	34,579	39,235	31,128	28,019	
March	85,583	30,934	44,700	25,144	26,596	
April	67,913	31,845	41,662	38,598	32,729	
May	45,152	40,330	29,741	59,953	27,835	
June	44,218	37,642	71,317	53,788	33,828	
July	31,247	58,523	60,124	45,985	28,435	
August	48,058	43,632	67,961	45,731	43,947	
September	27,230	43,542	47,491	23,235	27,653	
Total	595,556	454,433	553,004	416,188	383,804	0

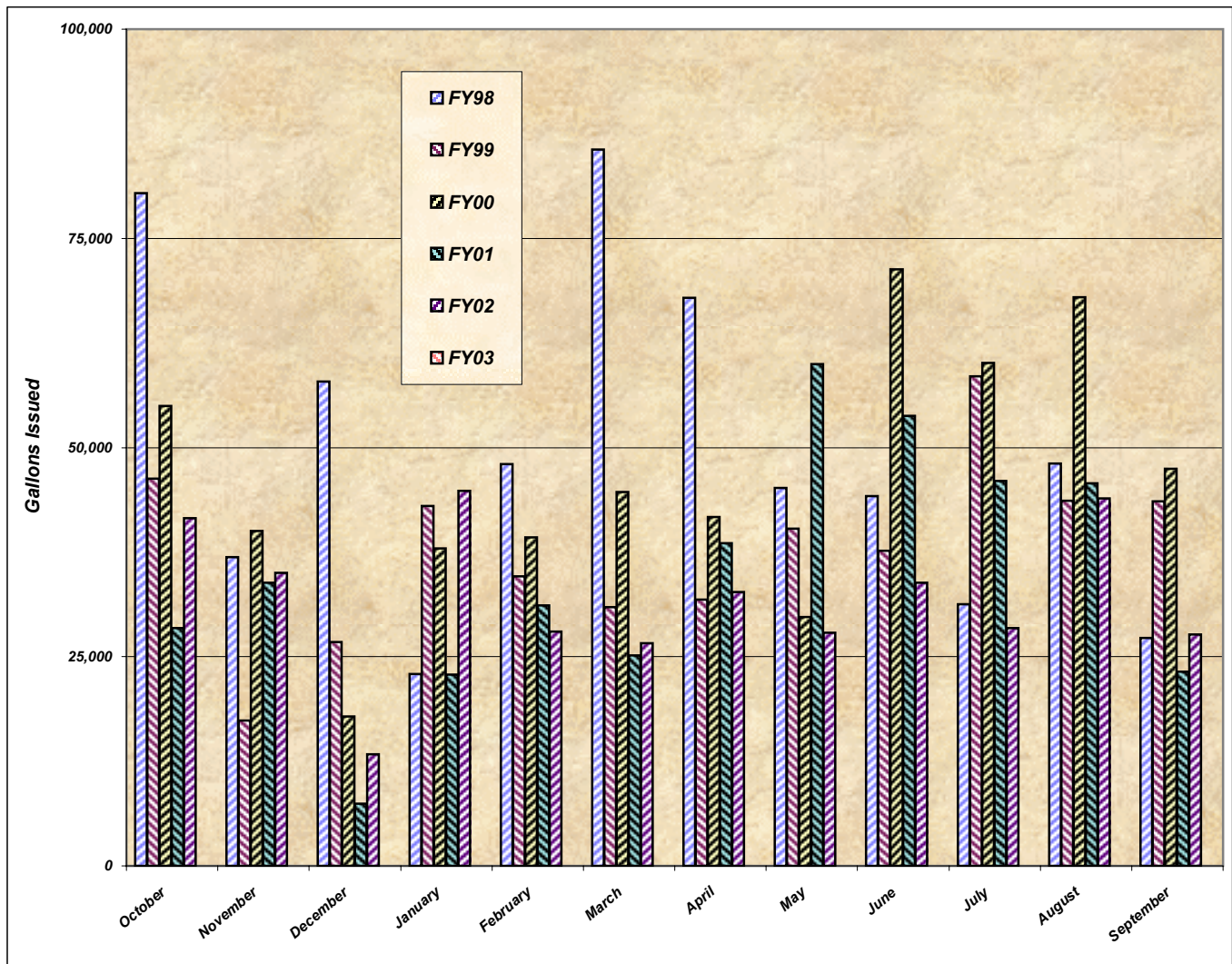


EXHIBIT 10
Summary Data for Fuel Services by Truck at NALF Orange Grove
Fiscal year 1999

Month	Weekdays	Weekends	Total
Oct-98	160	0	160
Nov-98	42	6	48
Dec-98	87	0	87
Jan-99	141	0	141
Feb-99	96	0	96
Mar-99	97	0	97
Apr-99	85	0	85
May-99	109	0	109
Jun-99	104	0	104
Jul-99	163	0	163
Aug-99	314	0	314
Sep-99	122	0	122
Year Total	1520	6	1526

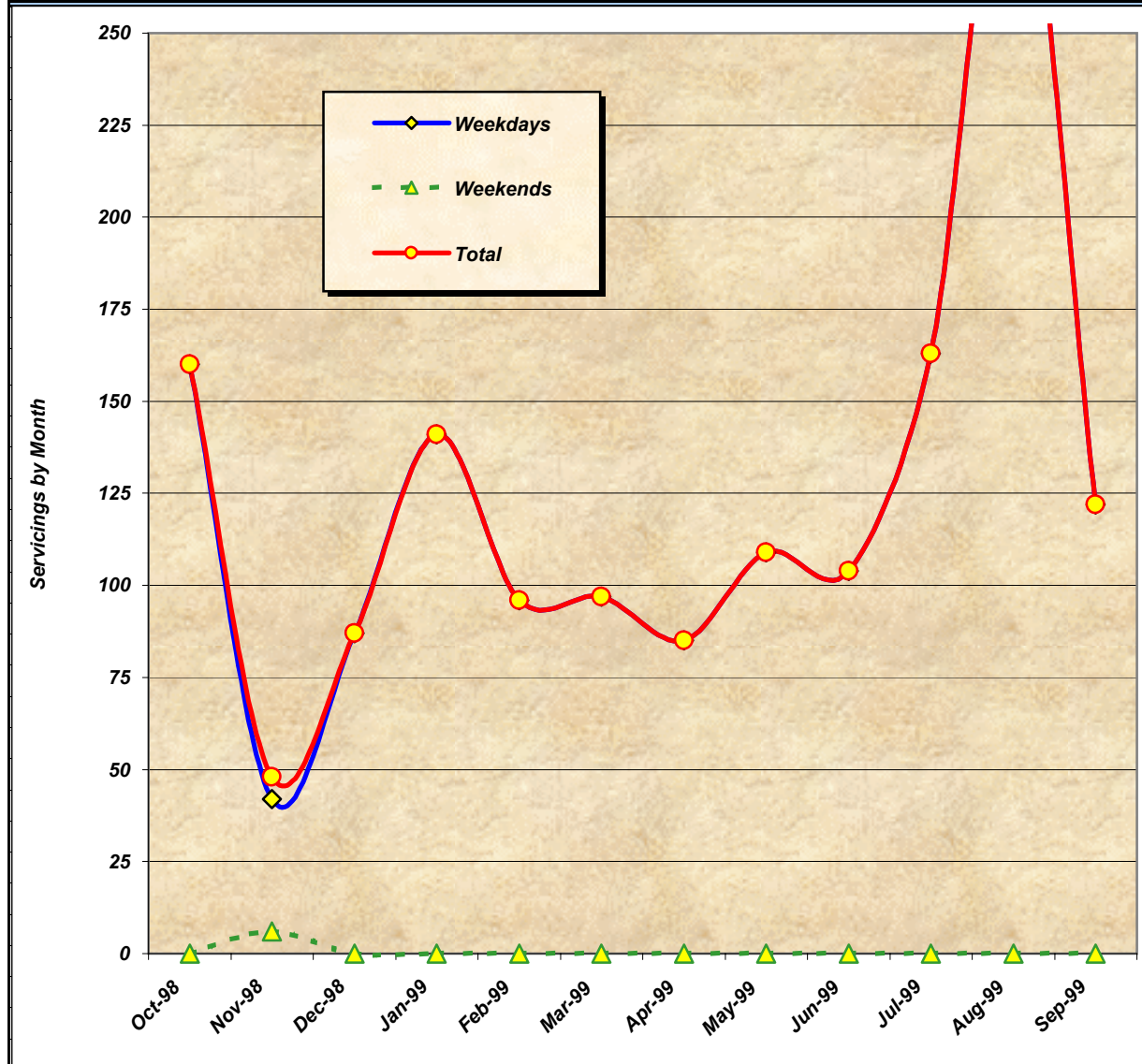


EXHIBIT 10

Typical Truck Services Workload by Day of the Week at NALF Orange Grove
Fiscal Year 1999

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	3	3	0	0	6
Tuesday	0	0	3	3	1	0	7
Wednesday	0	0	2	3	0	0	6
Thursday	0	0	2	3	0	0	6
Friday	0	0	3	2	0	0	5
Saturday	0	0	0	0	0	0	0
Sun/Hol	0	0	0	1	0	0	2

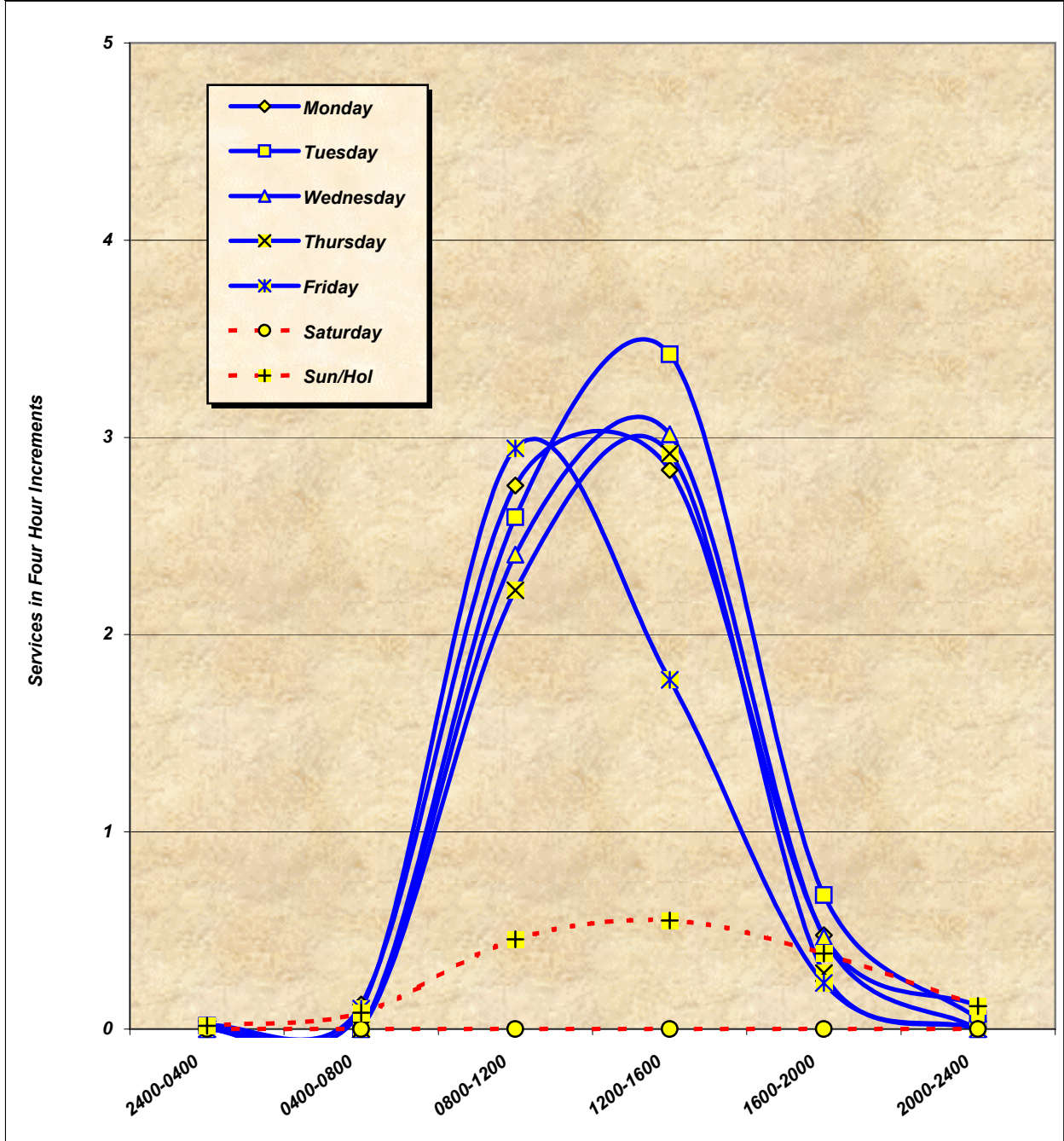


EXHIBIT 11

Summary Data for Fuel Services Workload by Truck for NALF Orange Grove
Fiscal Year 2000

Month	Weekdays	Weekends	Total
Oct-99	176	0	176
Nov-99	110	0	110
Dec-99	49	0	49
Jan-00	105	0	105
Feb-00	106	0	106
Mar-00	135	0	135
Apr-00	120	0	120
May-00	84	0	84
Jun-00	238	0	238
Jul-00	174	0	174
Aug-00	204	0	204
Sep-00	169	0	169
Year Total	1670	0	1670

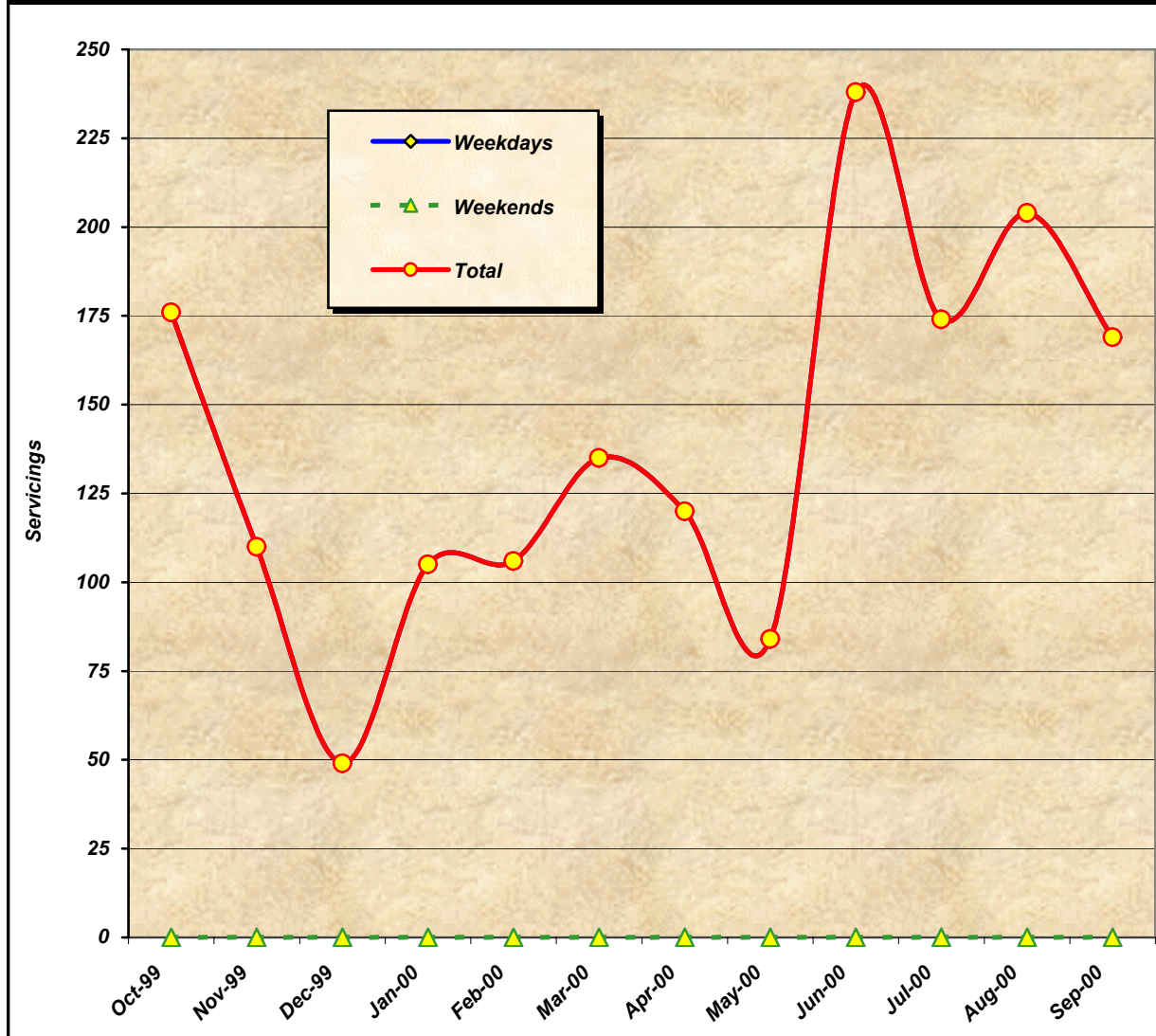


EXHIBIT 11

Typical Truck Services Workload by Day of the Week for NALF Orange Grove
Fiscal Year 2000

DOTW	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	2	2	1	0	6
Tuesday	0	0	3	2	1	0	7
Wednesday	0	0	4	4	1	0	9
Thursday	0	0	4	4	1	0	9
Friday	0	0	2	1	0	0	3
Saturday	0	0	0	0	0	0	0
Sun/Hol	0	0	0	0	0	0	0

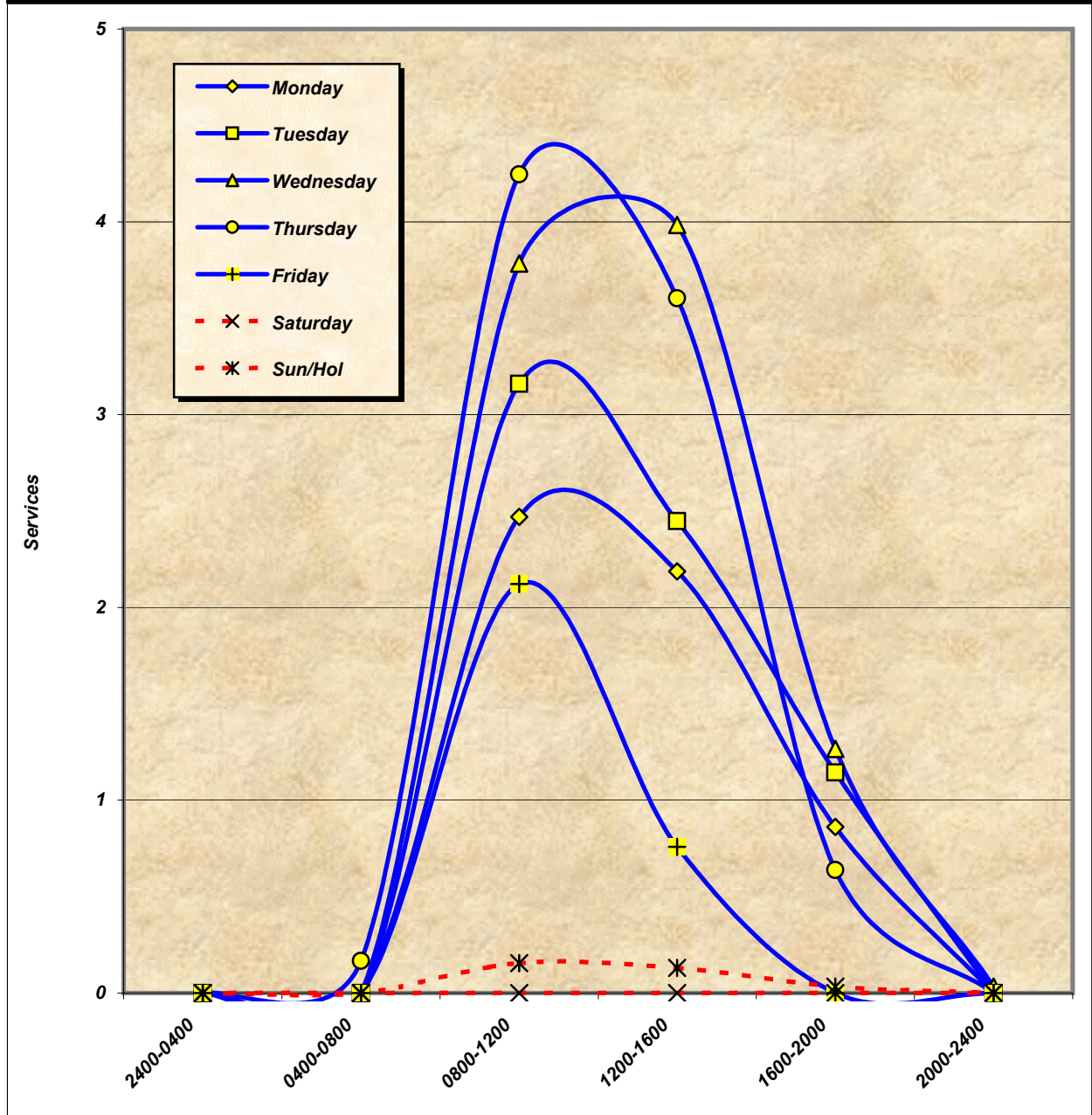


EXHIBIT 12

Summary Data for Fuel Services Workload by Truck for NALF Orange Grove
Fiscal Year 2001

Month	Weekdays	Weekends	Total
Oct-00	78	0	78
Nov-00	119	0	119
Dec-00	21	0	21
Jan-01	64	0	64
Feb-01	55	71	126
Mar-01	70	0	70
Apr-01	131	0	131
May-01	185	0	185
Jun-01	159	0	159
Jul-01	160	0	160
Aug-01	146	0	146
Sep-01	80	0	80
Year Total	1268	71	1339

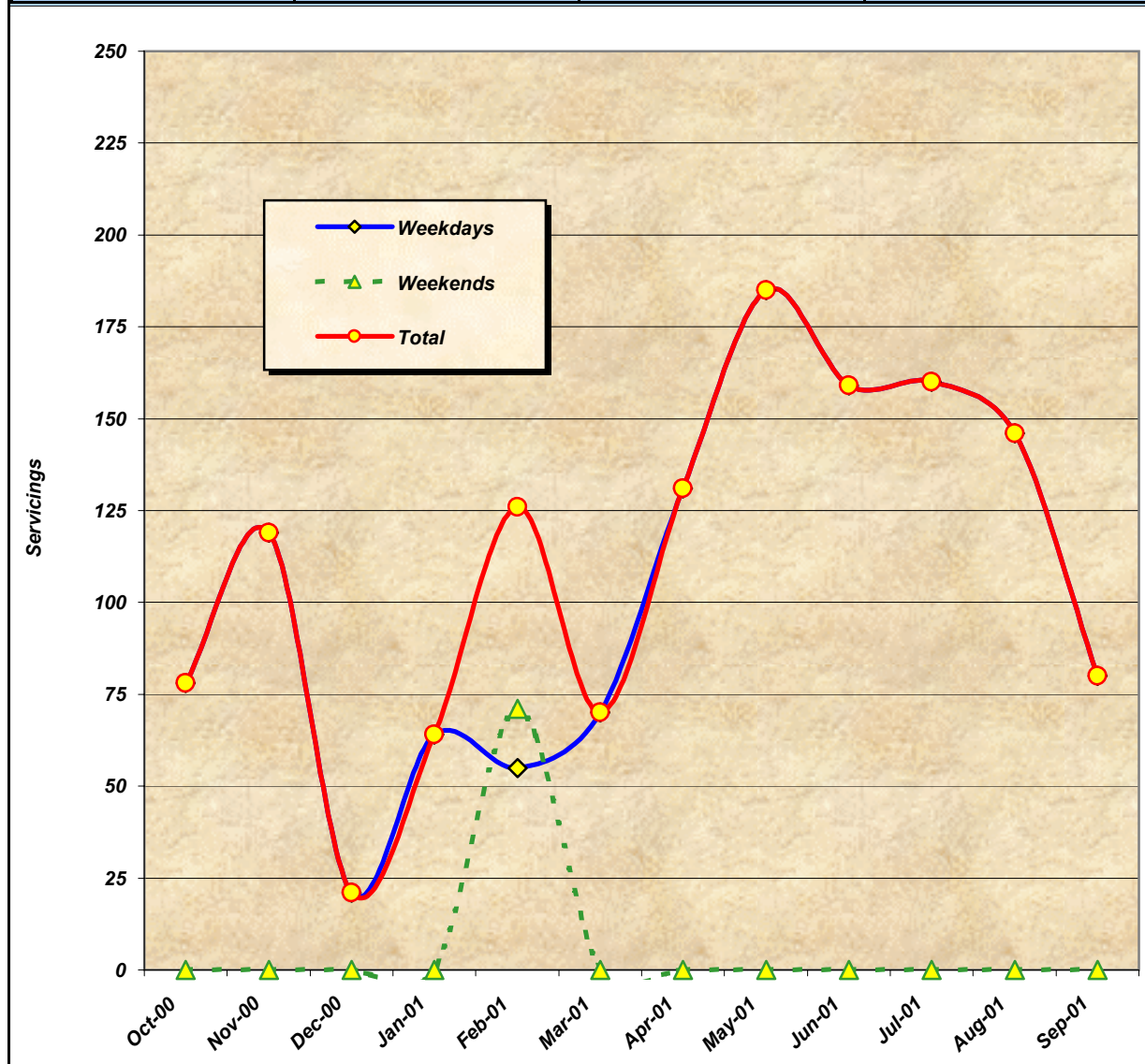


EXHIBIT 12

Typical Truck Services Workload Data by Day of the Week for NALF Orange Grove
Fiscal Year 2001

DOTW	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	1	2	1	0	6
Tuesday	0	0	2	2	0	0	4
Wednesday	0	0	2	2	1	0	6
Thursday	0	0	1	2	0	0	6
Friday	0	0	0	1	1	0	3
Saturday	0	0	2	2	0	0	1
Sun/Hol	0	0	0	0	0	0	1

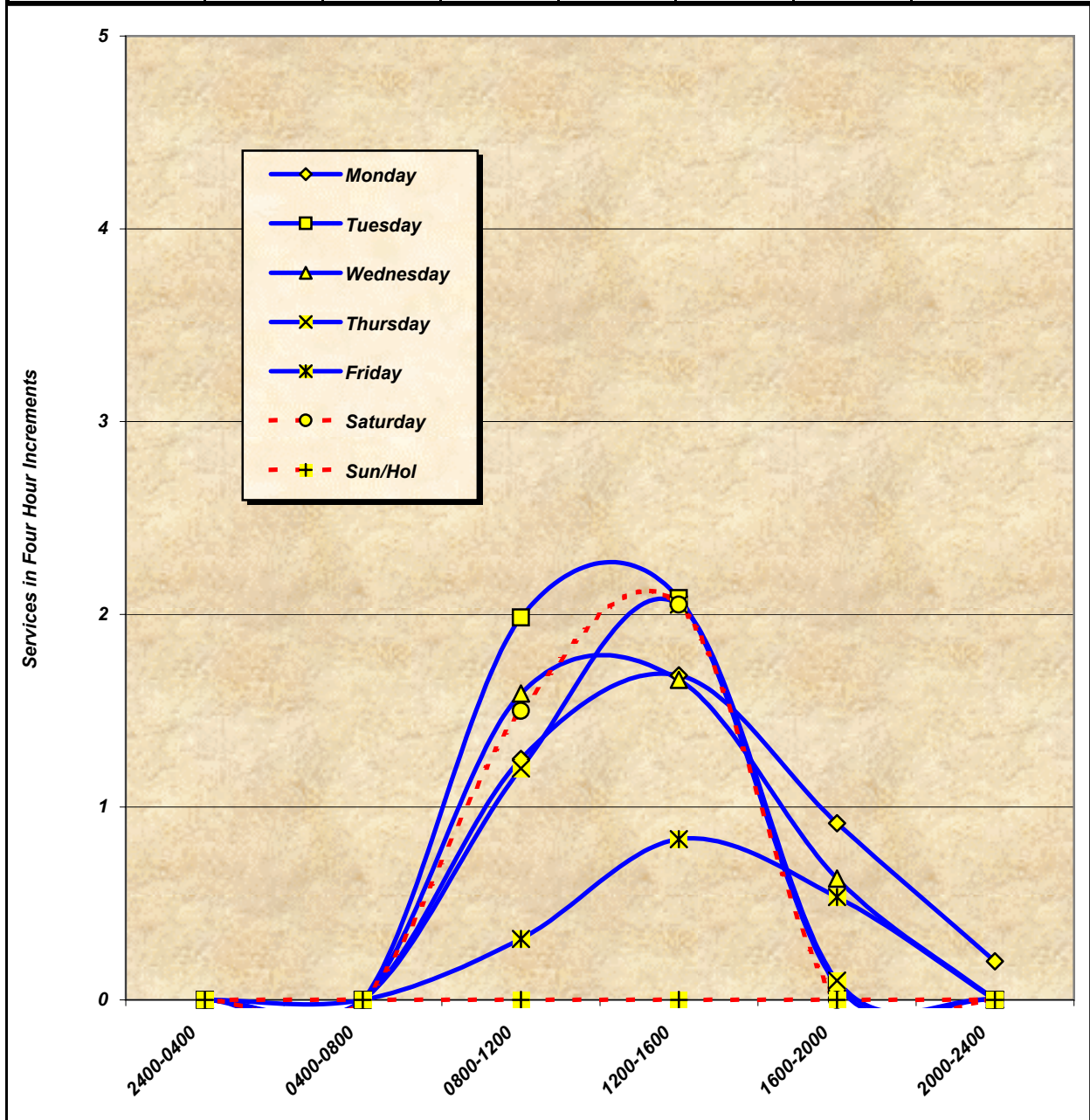


EXHIBIT 13

Summary Data for Fuel Services Workload by Truck for NALF Orange Grove
Fiscal Year 2002

Month	Weekdays	Weekends	Total
Oct-01	114	0	114
Nov-01	131	0	131
Dec-01	37	0	37
Jan-02	114	0	114
Feb-02	79	0	79
Mar-02	89	0	89
Apr-02	97	0	97
May-02	85	0	85
Jun-02	98	0	98
Jul-02	79	0	79
Aug-02	115	8	123
Sep-02	93	0	93
Year Total	1131	8	1139

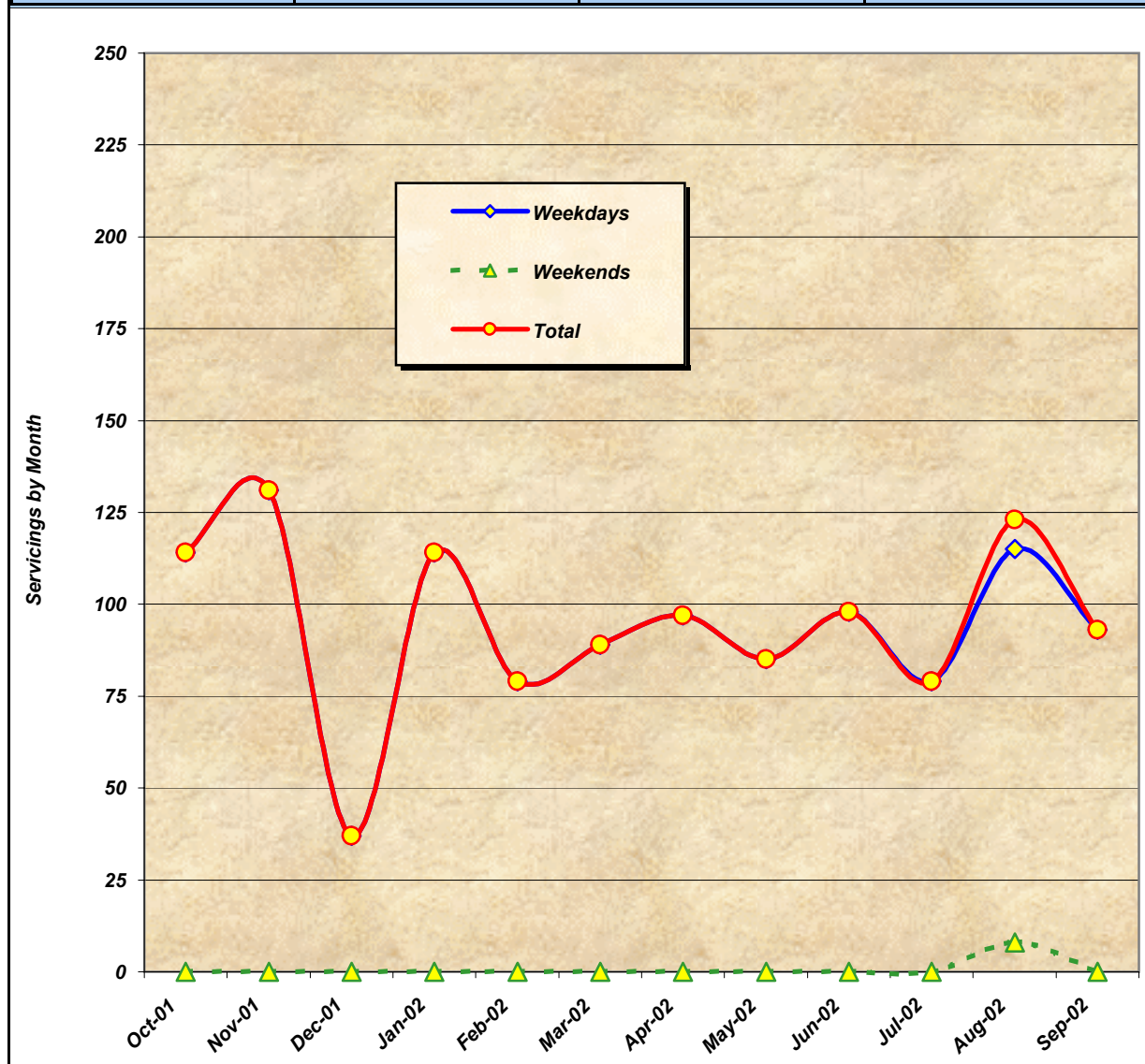


EXHIBIT 13

Typical Truck Services Workload Data by Day of the Week for NALF Orange Grove
Fiscal Year 2002

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	2	2	0	0	5
Tuesday	0	0	3	2	0	0	6
Wednesday	0	0	3	2	0	0	5
Thursday	0	0	2	1	0	0	4
Friday	0	0	1	0	0	0	1
Saturday	0	0	0	0	0	0	0
Sun/Hol	0	0	1	1	0	0	2

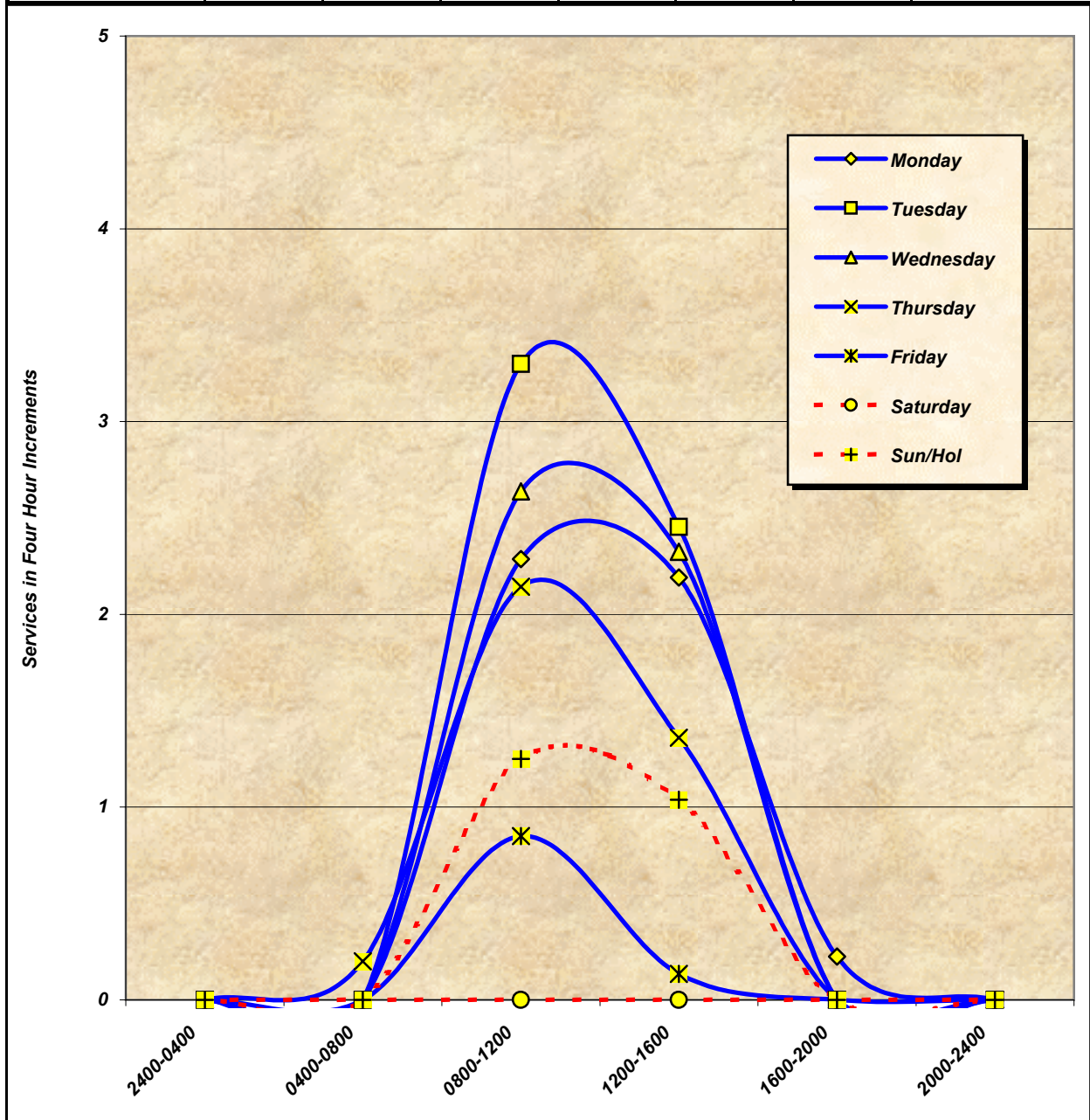


EXHIBIT 14
Fuel Services Workload Data
Fiscal Year 2003

Month	TrksWkdys	TrksWknds	Total
Oct-02	0	0	0
Nov-02	0	0	0
Dec-02	0	0	0
Jan-03	0	0	0
Feb-03	0	0	0
Mar-03	0	0	0
Apr-03	0	0	0
May-03	0	0	0
Jun-03	0	0	0
Jul-03	0	0	0
Aug-03	0	0	0
Sep-03	0	0	0
Year Total	0	0	0

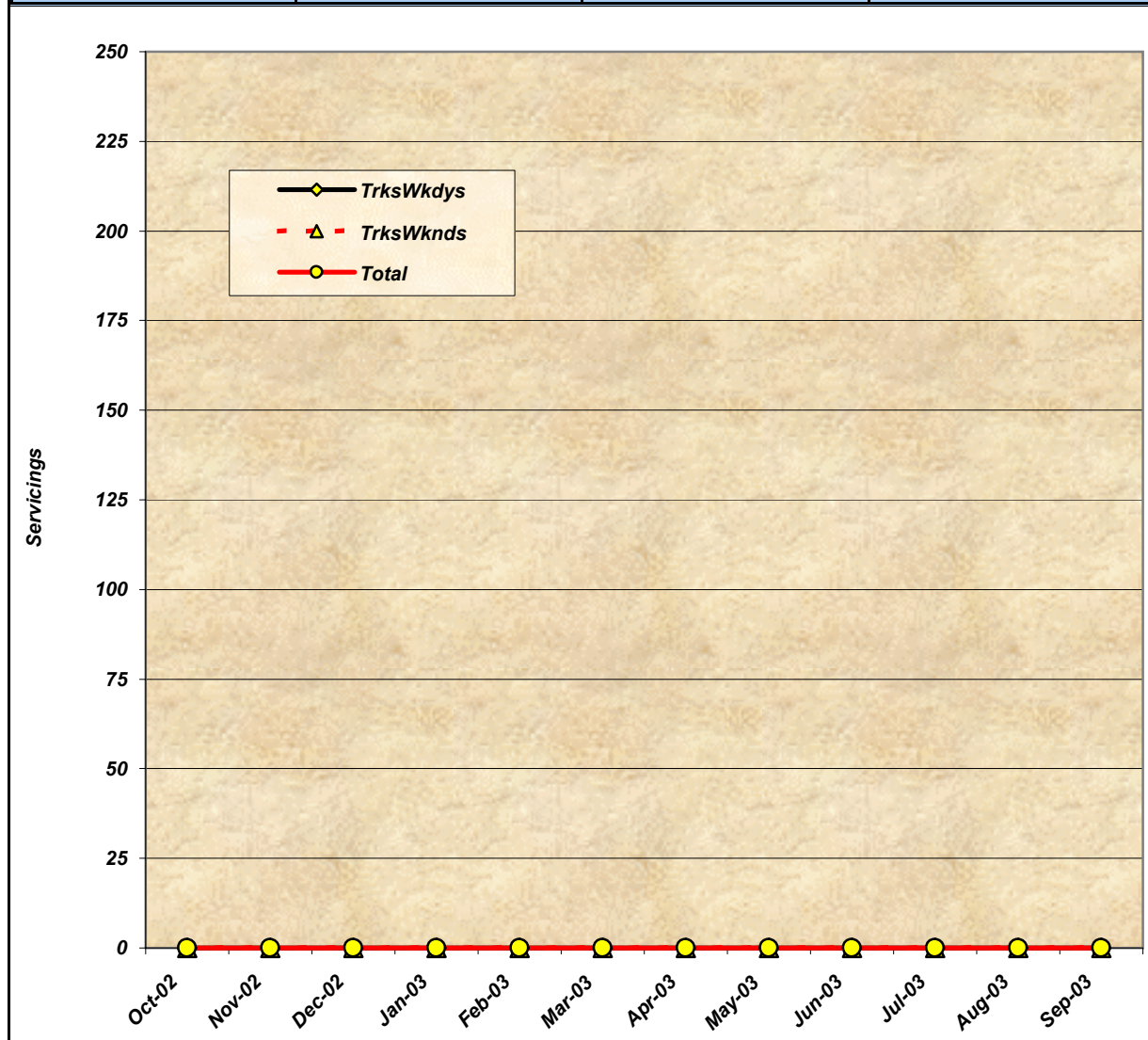
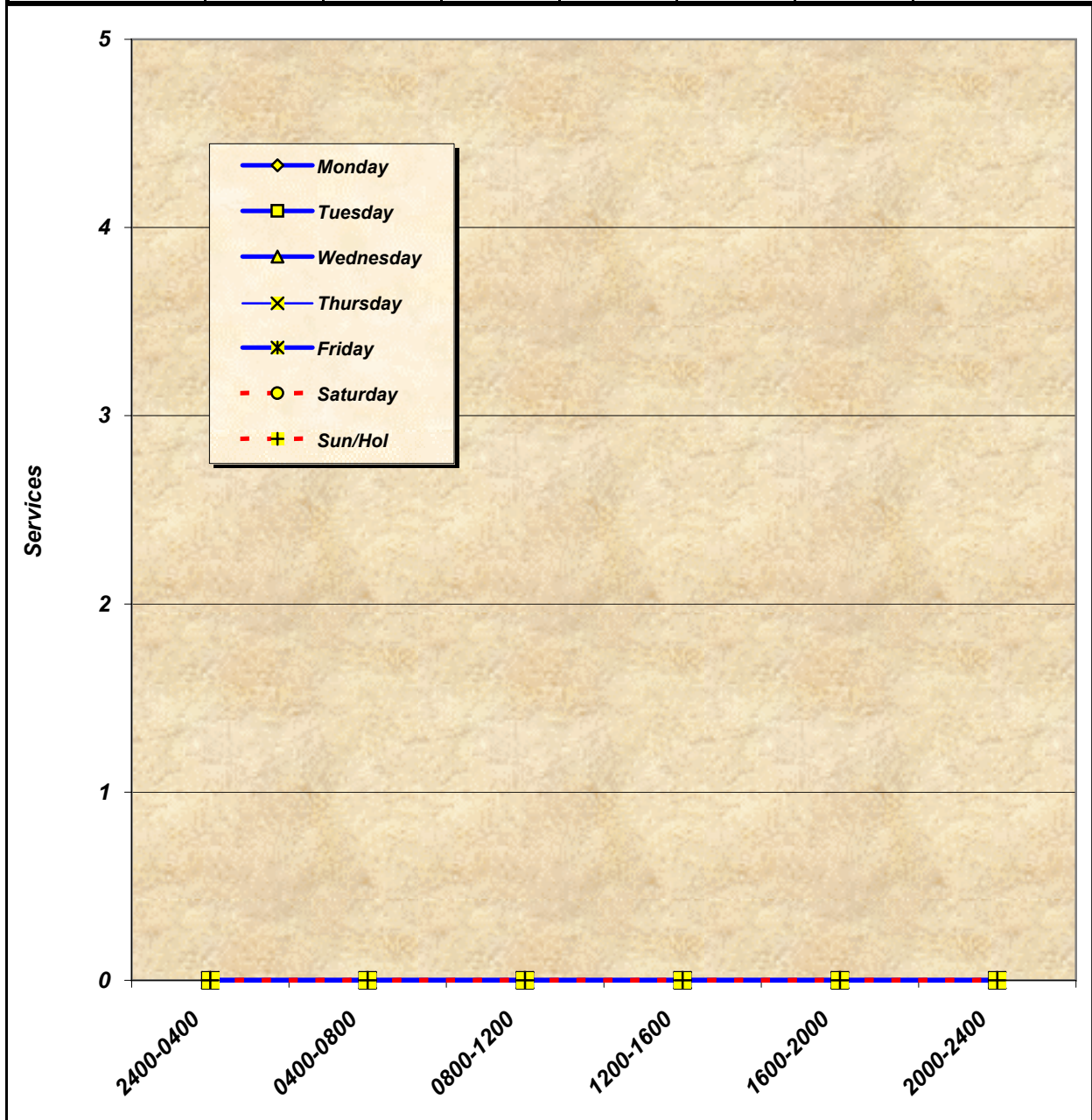


EXHIBIT 14

Typical Truck Services Workload Data by Day of the Week
Fiscal Year 2003

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	0	0	0	0	0
Tuesday	0	0	0	0	0	0	0
Wednesday	0	0	0	0	0	0	0
Thursday	0	0	0	0	0	0	0
Friday	0	0	0	0	0	0	0
Saturday	0	0	0	0	0	0	0
Sun/Hol	0	0	0	0	0	0	0



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**DOSS AVIATION, INC.
3320 CAREFREE CIRCLE WEST
COLORADO SPRINGS, CO 80917**

And

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
AFL-CIO**

COLLECTIVE BARGAINING AGREEMENT

DOSS AVIATION, INC. hereinafter referred to as Company", and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (AFL-CIO), here after referred to as "Union", hereby agree as follows:

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ARTICLE I

Recognition

Section 1. The Company recognizes the Union as the exclusive bargaining representative for employees at NAS Kingsville, TX, as certified by the National Labor Relations Board # 16RC10239 to:

INCLUDE: All full-time and regular part-time employees of the employer engaged in the performance of aircraft refueling services at the Naval Air Station Kingsville, TX, and NALF Orange Grove, TX which includes Refuelers, Dispatchers, Fuel Distribution System Operators (FDSOs) and Heavy Equipment Mechanics.

EXCLUDE: All office clerical employees, managerial employees, guards, and supervisors as defined in the Act.

Section 2. The Company will not discriminate against any employee because of membership in the Union.

Section 3. The Union, its officers, and members, shall not intimidate or coerce any employee to become or remain a member of the Union.

Section 4. Neither the Company nor the Union shall discriminate against any employee because of race, color, creed, sex, national origin or age as defined in the Age Discrimination in Employment Act of 1967, as amended.

Section 5. No employee shall engage in any Union activity or Union business during the working hours of such employee.

Section 6. No employee shall be required to become or remain a member of the Union as a condition of employment or continued employment.

Section 7. No employee shall be required to pay any dues, fees or other charge of any kind to the Union as a condition of employment or continued employment.

Section 8. Unless specifically changed by this contract, the provisions of the Company's Employee Handbook apply to all employees.

ARTICLE II

Leave of Absence

Section 1. The Company agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by a business representative of the Union in writing to attend a Union convention or to serve in any capacity on Union business provided forty-eight (48)

hours written notice is given to the Site Manager by the Union specifying the name of the employee who seeks time off and the length of time off requested; provided, however, there shall be no disruption of the operations of the Company due to an insufficient number of employees available to work.

Section 2. Should an illness, sickness, or injury to a full time or part-time employee require absence from work for treatment or convalescence, in excess of two days, a certificate of fitness from a medical doctor must be furnished to the Company prior to return to work. The Company may require a physical examination by a medical doctor selected by the Company prior to the employee's return to work. If the Company requires such second physical examination, it must schedule the employee's appointment with the doctor, and will be at the Company's expense.

The Company will grant six (6) days paid sick leave to each full-time employee and can be used when earned at the rate of four (4) hours per month.

The employee will be allowed to carry over any unused sick leave into the following year.

Paid sick leave will be computed based on an eight-hour workday at the base hourly rate in effect at the time the leave is taken.

In order to be granted sick leave, the employee must notify the Company Site Manager or his designee two (2) hours prior to the start of the shift, unless extenuating circumstances apply.

All earned sick leave must be used prior to the expiration of the Company's government contract. Sick leave not taken will be lost.

Section 3. A leave of absence may be granted for restoration of health, medical, dental, or other treatment and shall not prejudice seniority status for the purpose of lay-offs and recalls. All leaves of absences must be applied for in writing, and, if granted, must be granted in writing by the Company.

Section 4. The Company shall grant military leaves without pay for absences in accordance with the provisions of the Universal Military Training and Service Act or any other similar legislation pertaining to employment rights of persons serving in the military service of the United States.

Section 5. A leave of absence without pay to a maximum of nine (9) months may be granted to a regular employee for maternity purposes. An employee performing manual tasks should normally begin her leave at the end of the fifth month of pregnancy. Should an employee desire to work beyond the end of the fifth month of pregnancy, she must secure permission in writing from her personal physician and present the written statement to her supervisor. An employee who has been on maternity leave normally should not return to work prior to the sixth post-partum week. Authorization to return to work must be obtained by the employee from the employee's personal physician and presented to the employee's supervisor at least one week prior to the day the employee desires to return to work.

Section 6. Upon return from leave of absence, the employee will be returned to work for which he or she can qualify in his or her job classification on the basis of seniority. Any employee who engages in gainful employment without permission of the company while on leave or absence will be terminated.

Section 7. In the event of unusual working conditions that an employee does not have sufficient time outside of working hours to vote in a state or Federal election, the employee may take off enough working time to enable the employee to vote. The employee shall give his or her supervisor at least one (1) hour notice that time off to vote is needed. Pay for time off to vote will not exceed one (1) hour.

Section 8. Upon receiving a summons to report for jury duty, an employee shall on the employee's next work day exhibit the summons to his immediate superior.

A regular employee who has received a summons to report for jury duty shall, unless excused in writing by the Company, report to work at such employee's scheduled reporting time; such employee shall be excused from work one hour prior to the time such employee is scheduled to report for jury duty.

When employees are required to serve on jury duty or to report for jury examination, they will be granted pay for regular shift, less any compensation paid to them by the court, in accordance with state and federal law. An employee working the third shift will not be expected to work on the shift prior to reporting for jury duty.

Employees will be required to provide proper documentation demonstrating time served. Employees responding to a subpoena as a Company witness are considered to be on paid time.

A regular employee will furnish the Company with a certificate from the clerk of the court showing the days and hours served and a statement of the daily compensation or fee received.

Section 9. A regular or part-time employee will receive three (3) days or twenty-four (24) hours with pay for the death of a spouse, children, parent, sibling, or close relative residing in the household. Two (2) days or sixteen (16) hours will be granted with pay for the death of a grandparent, mother-in-law, father-in-law, or son or daughter-in-law.

The employee will notify his immediate supervisor not less than two hours prior to the time the employee was scheduled to report to work of such circumstances.

The Company may require proof of relationship and proof of death.

ARTICLE III

Shop Steward

Section 1. The union may appoint one (1) shop steward from among the regular employees of the bargaining unit. A telephone will be made available to the Shop Steward for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

Section 2. The Company will recognize the steward for the purpose of representing employees in Step One of the grievance procedure.

Section 3. No person shall have or exercise any of the authority or duties of a shop steward unless and until written notice of his appointment and revocation of all prior appointments, if any, signed by a business representative of the Union, shall be filed with the Site Manager.

Section 4. A steward, with the permission of his supervisor, will be afforded up to one (1) hour of pay to investigate or process a stated grievance; provided, however, there shall be no disruption of the operations of the Company. A steward desiring to investigate or adjust a grievance during regular working hours shall report to and request a permit from his supervisor. The permit shall state the nature of the grievance and the time of issuance. Upon completion of the investigating or processing of the grievance, the steward shall promptly report to the steward's supervisor who shall record the time on the permit. The Steward shall initial the permit and return to work. Any investigative process over one (1) hour is without pay.

ARTICLE IV

Inspection Privileges

Section 1. The Company agrees to permit not more than two (2) Union representatives, other than employees of the Company in the bargaining unit, to enter the areas where members of the bargaining unit are employed for the purpose of ascertaining whether this Agreement is being observed or for assisting in the adjustment of grievances; provided, that any such Union representative shall first obtain permission from an officer of the Company and further provided that there shall be no interruption of the work of the Company or of any employee of the Company. Each such Union representative may be accompanied by a representative of the Company while on the premises of the Company.

Section 2. The Union shall indemnify, defend and save harmless against any and all claims, demands, suits, or other forms of liability arising out of any injury sustained by any representative of the Union while on the property or equipment of the Company.

ARTICLE V

Grievances

Section 1. A grievance is defined as a complaint by an employee or the Union concerning the interpretation or application of the provisions of this Agreement. All grievances shall be settled in accordance with the following grievance procedure:

STEP 1: Any employee who feels that he has a grievance shall take the matter up with his immediate supervisor with or without the shop steward present within three (3) working days from the date of the occurrence of the grievance.

STEP 2: If a grievance is not satisfactorily resolved by the employee's immediate supervisor, the grievance shall be formally documented, signed by each employee involved, and the Shop Steward or the Union's designated representative. The written grievance:

- a) Must state the section or sections of this Agreement involved
- b) Must indicate in what manner it is claimed that the Company violated this Agreement or failed to perform some obligation under this Agreement, and
- c) Must specify what relief is being sought.

The written grievance must be filed with the Company Site Manager within seven (7) working days from the date of the occurrence of the grievance or the grievance shall be forever barred. Representatives of the Company shall confer with a business representative of the Union within five (5) working days from the date the grievance is filed in writing with the Company. The Company shall render a written decision regarding the grievance within five (5) working days after conferring with the Union Representative.

Section 2. Should the written decision rendered by the Company under Step 2 of this Article be unacceptable to the Union or should the Company fail to render a written decision within five (5) working days after conferring with the Union Representative, the Union may within ten (10) working days after the date the decision of the Company was rendered or within fifteen (15) working days after the conference with the Union Representative, whichever occurs sooner, appeal the grievance to arbitration by giving written notice via certified mail, return receipt requested, to the Company of the intention of the Union to submit the grievance to arbitration. Such a notice must:

- a) Identify the grievance by number
- b) State the applicable section or sections of this Agreement involved
- c) Indicate in what manner it is claimed that the Company has violated this Agreement or failed to perform some obligation under this Agreement
- d) Specify the relief sought by the Union.

Unless the notice of intent to submit the grievance to arbitration is given as herein provided, the grievance shall be forever barred.

Section 3. Before any matter is submitted to an arbitrator, either party may request a meeting to resolve the grievance. This meeting will be between a Company senior level manager and the Union Business representative or their designated representatives.

Section 4. Within ten (10) working days after the mailing of the notice of intent to submit a grievance to arbitration, the Union shall forward by certified mail, return receipt requested, the written grievance, the answer of the Company thereto, if any, and a copy of this Agreement to the

Federal Mediation and Conciliation Service (FMCS) requesting the FMCS to submit the grievance to arbitration under the Regulations of the FMCS and to submit to the parties a panel of seven (7) proposed arbitrators. The Company and the Union will first seek to select an arbitrator from this list that is mutually acceptable to both parties. If this cannot be worked out to a mutually acceptable solution, each party shall separately advise the FMCS of its order of preference by numbering each name on the panel.

Section 5. The arbitrator designated by the FMCS must agree to and shall hold a hearing on the grievance within thirty working (30) days from the date of such designation. The arbitrator must agree to and shall render a decision in writing within thirty working (30) days after the close of the arbitration hearing.

Section 6. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, including, but not limited to the establishment or change of wages or the wage structure or the interpretation of federal or state statutes or local ordinances that may be involved in the consideration of the grievance.

Section 7. The arbitrator shall not consider or resolve any issue or issues not directly raised by the grievance as originally filed and processed to arbitration nor shall the arbitrator render any award in favor of any person who is not specifically named as a complainant in the grievance as originally filed. The award resulting from a grievance shall not in any case be made retroactive to a date earlier than three (3) days before the grievance as presented under Step 1 of this Article and such award shall not be prospective in its nature covering events which occurred after the date the grievance was first presented under Step 1 of this Article.

Section 8. The decision of the arbitrator shall be final and binding on all parties.

Section 9. The arbitrator's fee and expenses shall be borne equally by the Company and the Union.

Section 10. The compensation, wages, and expenses of the representatives and witnesses for the Union shall be paid by the Union; the compensation, wages and expenses of the representatives and witnesses for the Company shall be paid by the Company.

Section 11. Time limits specified in this Article may be extended by written agreement of the parties.

Section 12. The Shop Steward will be afforded time off without loss of pay to investigate, discuss, and present grievances on site. Such time will be kept to a minimum and must be cleared with his or her supervisor.

ARTICLE VI

No Strike or Lock Out

Section 1. The Union shall not engage in, or induce or encourage any person to engage in a strike, sympathy strike, work stoppage, slow down or boycott against the Company; nor shall the Union induce or encourage any employee of the Company to observe a picket line or to refuse to use, process, transport, or otherwise handle or work on any goods, articles, materials or commodities, or to perform any services.

Section 2. None of the employees covered by this Agreement shall engage in, or induce or encourage any other person to engage in, a strike, sympathy strike, work stoppage, slowdown or boycott against the Company, or a refusal in the course of employment to cross a picket line, whether maintained by the Union or another labor organization, and whether maintained at the premises of the Company or the premises of some other person or a connecting carrier, or to use, process, transport or otherwise handle or work on any goods, articles, materials or commodities or to perform any services.

Section 3. The Company shall have the right to discharge any employee who engages in any strike, work stoppage, slowdown, boycott, picketing or other activity in violation of Section 2 of this Article. The Company will not direct or authorize a lock-out situation.

Section 4. The Union shall use every reasonable means within its power to induce each employee who is engaged in a strike, work stoppage, slowdown, boycott, picketing or other activity, in violation of Section 2 of this Article, to cease such activity and to return to work.

Section 5. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse the Union, the Company, or any employee from his/her obligations under the provisions of this Article.

Section 6. The specifically enumerated rights contained in this Article shall not in any way be deemed to limit the Company or the Union with respect to any rights that it may have as a matter of law in addition to such specifically enumerated rights.

Section 7. Should there be any dispute, complaint, or controversy as to the interpretation of any clause in this Agreement, or any grievance arising out of the operation of this Agreement, or trouble of any kind, the employee or employees involved shall work as directed by the Company pending final resolution of the dispute, complaint, controversy, or grievance.

ARTICLE VII

Discharge or Discipline

Section 1. The Company shall have the right to discharge or otherwise discipline any employee for just cause.

Section 2. Causes for immediate discharge by the Company include, but are not limited to:

- a) Consuming, using or being under the influence of intoxicants, narcotics, barbiturates, marijuana and hallucinogens, or any form of them, when reporting for work, while at work, or on the premises of the Company.
- b) Disobedience or insubordination.
- c) Deliberate destruction, removal, or disabling of the property of a customer, the Company, an employee, or supervisor.
- d) Neglect of duty.
- e) Disorderly conduct.
- f) Dishonesty.
- g) Sleeping at work.
- h) Giving, soliciting, or taking a bribe of any nature for any purpose pertaining to the Company.
- i) Reading of books, magazines, or newspapers while at work except job related material.
- j) Failure to report for work without a bona fide reason.
- k) Refusal to work overtime when directed to do so by the Company, unless extenuating circumstances exist.
- l) Leaving the premises of the Company during scheduled working hours without permission of the immediate supervisor.
- m) Unexcused absence for more than three (3) days in any three (3) calendar months.
- n) Disparaging the Company or a product of the Company.
- o) Gambling on the property of the Company at any time or gambling on the property of a supplier or customer of the Company while at work.
- p) Smoking in a prohibited area.
- q) Allowing an unauthorized person to be in or on a vehicle of the Company.
- r) Having three chargeable vehicle or safety related accidents within any twenty-four calendar months.
- s) Failure to report an accident to person or property immediately and at the very latest within one hour.
- t) Causing an abusive work environment, including harassment.

Section 3. The enumeration of causes for discharge in Section 2 of this Article is by way of illustration only and shall not be deemed to exclude the right of the Company to discharge an employee for any other just cause.

Section 4. An employee, who is unable to report for work at his regular starting time for any reason(s), shall notify his immediate supervisor or the supervisor on duty not less than two (2) hours before the employee is scheduled to report to work. Violation of this Section may result in discharge or other disciplinary action.

Section 5. In the case of any dispute pertaining to discharge or discipline, the matter shall be disposed of in the same manner as herein provided for the resolution of any other grievance; provided, that such grievance pertaining to discharge or discipline shall be filed in writing with the Site Manager or his designated representative within three (3) work days of the discharge or discipline and signed by the aggrieved employee and the Union. If the grievance is not so filed, the grievance shall be forever barred.

ARTICLE VIII

Probationary Employees

Section 1. Each person newly employed by the Company and each person reemployed by the Company, after a break in service of over sixty (60) calendar days, will be a "probationary" employee for a period of ninety (90) calendar days from the first day of the latest continuous period of employment. During this time the individual will be on trial to demonstrate their qualifications for regular employment status. During the "probationary" period, the Company may discharge such person for any reason whatsoever, and such discharge shall not be subject to the grievance procedure. Upon completion of the probationary period, the Company shall classify such person and the length of continuous service of such person with the Company shall be computed from the date of actual employment.

ARTICLE IX

Wage Rates

Section 1. The minimum wage rates for all employees shall be:

<u>Job Classification:</u>	<u>Current Rate</u>	<u>4% gwi 12/01/01 Per hour</u>	<u>3% gwi 12/01/02 Per hour</u>	<u>3% gwi 12/01/03 Per hour</u>
Refueler/Driver	\$13.58	\$14.12	\$14.54	\$14.98
Dispatcher	\$14.31	\$14.88	\$15.33	\$15.79
Fuel System Distribution Operator	\$14.54	\$15.12	\$15.57	\$16.04
Heavy Equipment Mechanic	\$17.34	\$18.03	\$18.57	\$19.13

BENEFITS

Each employee will receive \$2.02 in benefits for each hour worked plus all hours of paid vacation, holidays, and sick leave; but not to exceed 40 hours per week. These benefits will be used to pay health insurance premiums and any excess will go into the full time employees' 401K plan. If an employee is not eligible (Part-Time Employees) to participate in the company's health insurance, the amount will be contributed to that employee's 401K Plan.

ARTICLE X

Work Week, Overtime, and Work Opportunities

Section 1. The payroll work week will begin at 12:01 A.M. on Saturday and will end midnight the following Friday.

Section 2. The hours of work shall be continuous except for a meal period of not less than thirty (30) minutes or more than one (1) hour. The meal period shall be taken after the employee has been on duty three (3) hours and before the employee has been on duty six (6) hours.

Section 3. All work performed in excess of forty (40) hours in any one (1) work week by an employee is subject to the overtime provision of the Fair Labor Standards Act, as amended from time to time.

Section 4. There shall be no pyramiding of overtime.

Section 5. A regular full-time employee who reports to work on his scheduled workday shall be given an opportunity to work four (4) hours. A part-time employee who reports to work on his scheduled workday shall be given an opportunity to work two (2) hours.

Section 6. A regular full-time employee who is called into work on his scheduled day off shall be given an opportunity to work a minimum of (3) three hours. A part-time employee who is called into work on his scheduled day off shall be given the opportunity to work a minimum of two (2) hours.

Section 7. A regular full-time employee who is called in to work before his regular starting time or called back to work after having completed his scheduled shift on a day he is scheduled to work shall be given an opportunity to work a minimum of three hours. Work performed immediately preceding or immediately following the scheduled shift of an employee shall be deemed a part of the scheduled shift of the employee.

Section 8. Overtime work shall be offered as equally as practicable to regular full-time employees. Should the Company fail to afford an regular full-time employee the opportunity to work such employee's proportionate share of overtime, such regular full-time employee shall be offered the next opportunity or opportunities to work overtime for which such employee is available

and qualified until such employee has received an opportunity to work such employee's proportionate share of overtime. In no event shall the Company be required to pay for any time not worked under this Section.

Section 9. Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be as follows:

First Shift: Beginning at, or after 0630 hours but before 1000 hours.

Second Shift: Beginning at, or after 1500 hours but before 1600 hours.

Third Shift: Beginning at, or after 2200 hours but before 0001 hours

Section 10. Weekends and Holidays for regular full-time and part-time employees:

As directed by the Customer, the U.S. Navy.

The Company will use one-tenth of an hour (6 minutes) as a unit in computing time.

While regular full-time and part-time employees are expected to report to work at their scheduled time, an employee may clock in from one to five minutes late without it negatively impacting their pay. Accordingly, a regular full-time and part-time employee, who clocks out one to five minutes later than their scheduled departure time, will not receive overtime payment. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

No payment will be made for early clock-in unless the supervisor has authorized the regular full-time and part-time employee to start work at a time earlier than the normally scheduled starting time.

Should an employee fail to punch his/her time card, such regular full-time and part-time employee will bring the matter to the attention of his/her supervisor and the regular full-time and part-time employee will be required to prove to the supervisor that he/she was at work during any time for which the employee wants credit. The card must bear the initial of the supervisor before any such credit is given.

The Company will designate a telephone number for regular full-time and part-time employees to call to report their absence from work. The employee must call in to report the absence 2 hours before the start of the shift, unless extenuating circumstances apply.

Regular full-time and part-time employees temporarily assigned to a job classification at a higher rate shall receive the higher rate of pay for the period of time worked in the higher rate.

Section 11. Pay Period

- a) The Company will pay employees on Friday following the end of the pay period. All employees will participate in direct deposit of payroll checks.
- b) This pay method may change if, during the duration of this Agreement, a new payroll system is implemented.
- c) Any employee laid off, terminated or voluntarily quitting will be paid in full, in accordance with Texas state law or on the regular pay day of the next pay period, whichever is sooner.

ARTICLE XI

Holidays

Section 1. The following holidays shall be recognized

New Years Day	4th of July	Christmas Day
Martin Luther King	Memorial Day	Columbus Day
Presidents Day	Veterans Day	Labor Day
Thanksgiving Day		

Section 2. Should any holiday fall on Sunday, the holiday schedule will be determined by the customer, the U.S. Navy.

Section 3. Each full-time employee who is not on layoff or leave of absence or sick leave shall be paid for eight (8) hours at his regular straight-time rate of pay for each of the holidays referred to in Section 1 of this Article; provided, that such employee worked his scheduled work day immediately preceding the holiday and his scheduled work day immediately succeeding the holiday involved.

Part-time employees will receive holiday pay based on hours worked the week prior to the holiday. To calculate a part-time employee's holiday pay, divide the number of hours the employee worked the week prior to the holiday by forty (40) (regular work week for full-time employee). Then, multiply that amount by eight (8) (amount of hours a full-time employee receives for holiday pay). For example, a part-time employee who worked 20 hours the week prior to the holiday would be entitled to four (4) hours of holiday pay ($20/40 \times 8 = 4$).

Section 4. Any full-time employee who is scheduled to work on a holiday and does not show up for work shall receive no pay for such holiday.

Section 5. An full-time or part-time employee who works on a holiday referred to in Section 1 of this Article shall be paid the regular straight-time rate of pay of such employee for the hours actually worked plus a holiday differential of time and one half.

Section 6. When a holiday occurs during an employee's scheduled vacation, the employee shall receive one (1) extra vacation day.

ARTICLE XII

Vacations

Section 1. The vacation period shall be computed based on continuous service from the employee's anniversary date. Regardless of the day of the month service with the Company began, an employee will earn vacation time beginning the first day of the month that employment service began.

Section 2. An employee completing one year of continuous service shall be entitled to ten (10) days vacation with pay. An employee completing five (5) or more years of continuous service shall be entitled to fifteen (15) days of vacation with pay. An employee completing fifteen (15) or more years of continuing service shall be entitled to twenty (20) days of vacation with pay.

Section 3. Vacation pay for hourly paid employees will be computed at the regular straight hourly rate of the employee at the time the employee's vacation begins.

Section 4. All earned vacation time will be used by the employee during the twelve (12) months after it is earned and also prior to expiration of the contract. Vacation time not taken will be lost. In the event that emergency business conditions exist (i.e. support of a national military emergency situation) that prevent an employee from using accrued vacation time, written approval from the Site Manager and the Company's Manager of Human Resources will be required before the carryover is permitted.

Section 5. To allow for adequate advanced managerial scheduling of personnel, an application for vacation must be submitted in writing by the employee to the his/her immediate supervisor ten (10) days prior to the employee's proposed vacation time and approved by such supervisor and the Site Manager, in writing, prior to taking the vacation.

Section 6. So far as practicable, vacations will be granted by the Site Manager during the week or weeks selected by the employee, but final determination of when an employee will take a vacation will be left to the Company in order to ensure the orderly operation of the business of the Company.

Section 7. When a decision is made between two employees desiring to take a vacation at the same time, the employee who is 1st in submitting his or her vacation paper work to the site manager will be granted vacation at his or her desired time.

Section 8. An employee, who voluntarily resigns after giving the Company written notice, will receive pay for any unused vacation.

Section 9. When an employee's application for vacation has been approved by the employee's supervisor and the Site Manager, and the Company requires the employee to work during the employee's scheduled vacation and the Company is unable to reschedule a vacation for the employee within the vacation period, the employee will have the option to take his/her vacation within the next

ninety (90) days or be paid for such vacation time.

Section 10. In accordance with paragraph below, once approved, an individual's vacation period may not be changed or amended without his/her consent except in cases of extreme emergency.

Section 11. When a holiday falls within an employee's vacation period, such holiday shall not be charged as vacation hours.

Section 12. Vacation will be available to each regular part-time employee on a pro-rata basis of hours worked during the year.

ARTICLE XIII

Life/Health Insurance

Section 1. Each full-time regular employee will participate in the Life Insurance Program now in effect. The Company shall use its best efforts to continue the Life Insurance Program now in effect throughout the term of this Agreement.

Section 2. The Company, using fringe benefits, will provide each full-time employee the IAM National Benefit Trust Health Insurance Plan, a medical and dental plan for each full-time employee for the duration of this agreement.

Section 3. Any individual with TRICARE, MEDICARE or any federally subsidized medical insurance must show proof of insurance and sign acknowledgment. These individuals will not be required to participate in the Group Health Plan.

ARTICLE XIV

Bulletin Boards

Section 1. The Company will provide a bulletin board in the work area. The Union may use the bulletin boards for posting notices, which have been submitted to and approved by the Site Manager. Such notices shall be restricted to:

- a) Notices of Union meetings;
- b) Notices of Union elections;
- c) Notices of results of Union elections;
- d) Notices of Union appointments.

Section 2. There will be no posting or general distribution by employees of pamphlets, advertising matter, political matter, notices, or any kind of literature upon Company property other than as provided in this Article.

ARTICLE XV

Equipment Report

An employee, who deems any equipment of the Company to be unsafe, will prepare a written report on a form, furnished by the Company, and deliver the report to the Company Site Manager for appropriate action, as required.

ARTICLE XVI

Seniority

Section 1. Seniority is defined for the purpose of this Agreement as continuous service with the present contractor or predecessor contractor on this contract performance or similar contract performance at the same federal facility.

Section 2. Part-time employees shall not accumulate seniority.

Section 3. Within thirty (30) days after the execution of this Agreement, the Company shall furnish the Union and post on the bulletin board a seniority list of all employees in the bargaining unit on the effective date of this Agreement.

Section 4. Once each quarter, the Company will provide the Union an up-to-date seniority list. The list shall contain the first and last name, seniority date, and classification. The Company shall post such list on a Company bulletin board. Any employee may contest the accuracy of the seniority list; and if an error is established, a correction shall be made.

Section 5. A full-time employee loses all seniority and all rights under this Agreement upon the occurrence of any one of the following:

- a) Voluntary quitting.
- b) Discharge for cause.
- c) Failure to report for work at a specified time unless excused by the Company.
- d) Failure to report for work after a leave of absence.
- e) Absence for three (3) consecutive working days unless excused in writing by the Company.
- f) Failure to return to work after a layoff within seven (7) calendar days after written notice by the Company to the employee's last known address appearing on the records of the Company.
- g) Unexcused absence for more than three (3) days in any three consecutive calendar months.

Section 6. In case of any dispute pertaining to the seniority list, the matter shall be disposed of in the same manner as herein provided for the adjustment of any other grievance. However, a grievance, pertaining to the seniority list, must be filed in writing with the Company Site Manager or his designated representative within ten (10) working days from the receipt of the seniority list by the Union. If not so filed, the seniority as stated on the list shall be deemed correct.

Section 7. When a vacancy occurs in an existing classification or shift, they will be posted for

bid among seniority employees in the bargaining unit for a period of five (5) days (excluding weekends and holidays). Such notice shall state classification, rate of pay, shift, number of openings available, and the date and hour the bidding shall be closed. Any seniority employee desiring to be considered for the position shall sign up for such job in the space provided on the notice.

When a new in-unit job classification is established by the Company, the Company shall determine the job description and the rate of pay. The Company will immediately furnish the Union with a copy thereof. In the event the Union takes exception to the job description and rate of pay, it will advise the Company in writing within seven (7) days. If not, the job description and rate of pay shall become part of the existing Agreement.

- 1) Should the Union not agree it will state its position. The Company and the Union shall then attempt to reach an agreement. If no agreement can be reached the Union may process the grievance under the grievance and arbitration procedures.
- 2) If the grievance is processed, the arbitrator shall have the authority to determine the job description and rate of pay. The jurisdiction of the arbitrator and his decision shall be confined to a determination by comparison with the duties and qualifications of other established jobs at NAS Kingsville, TX.

Classification or Shift Vacancies will be filled by the senior qualified employee(s), as determined by the Contract and the Company. They will be notified within twenty-four (24) hours of the close of bidding. If no employee(s) bids on the opening, the least senior employee(s) in the classification will be assigned. If an employee bids on a job classification and is awarded the position, and then subsequently refuses the position as offered, then the employee will not be eligible to bid on any other future job bid or classification for a period of twelve (12) months.

Employees prevented from bidding for jobs by reason of vacation, sickness or accident can be notified by the shop steward of postings.

The successful bidder will be given ten (10) working days to successfully perform the operation. In the event an employee cannot demonstrate aptitude to perform a newly assigned job within ten (10) working days, he/she will be returned to the former classification, and if a job in the former classification is no longer available, to a comparable job. Once technical proficiency has been demonstrated to the satisfaction of the Company Site Manager, transfers or promotions, connected with this reclassification, become effective retroactive to the date the employee originally assumed these responsibilities. When necessary, seniority bumping rules will be followed.

Regular part-time employees shall be limited to not more than forty (40) percent of the total bargaining unit.

The job descriptions for the classification titles covered by this Agreement have been developed and mutually agreed to by the Company and the Union. They are provided in Appendix A, and are made a part of this agreement and will remain in effect with no change in the material content of the job description except for changes mutually agreed to by the parties through negotiations

Section 8. The Company and the Union agree that there shall be no discrimination by the Company or the Union against employees because of race, color, creed, religion, national origin, sex, protected status, age, union affiliation, veteran status, marital status, or because of a disability.

ARTICLE XVII

Management Rights

Section 1. The management and operation of the business of the Company, the control and regulation of the use of equipment and other property of the Company, the use of labor saving devices, the installation of new or different operating equipment, and technological methods and procedures are exclusive functions and prerogatives of management except as qualified by the terms of this Agreement.

Section 2. The Company will retain the exclusive managerial authority, rights, and powers to select and hire, terminate, classify, assign, promote, maintain discipline and efficiency of employees, establish productivity standards, determine the size and composition of the work force, assign and allocate work, establish work schedules, transfer employees, select employees for layoff, schedule temporary layoffs, establish and modify rules and regulations not in conflict with this Agreement, and determine the schedule of work

Section 3. The Company has the right to make and enforce reasonable rules and regulations for the purpose of maintaining order, safety and efficiency. The Company shall furnish the Union with a copy of any new or amended rule or regulations seven (7) calendar days before such new or amended rule is to become effective. In case of any dispute pertaining to a new or amended rule or regulation, the matter will be resolved in the same manner as herein provided for the resolution of any other grievance. The new or amended rule or regulation will become effective seven (7) calendar days after it is submitted to the Union and shall remain in full force and effect pending the final determination of any dispute pertaining to such new or amended rule or regulations.

Section 4. Supervisors and employees not covered by this agreement shall not perform work of bargaining unit employees, except in cases of emergency, research, or work of a special nature, when necessary, to instruct employees, or when interfacing with the customer. The term "emergency" is defined to mean an unforeseen combination of circumstances that call for immediate action.

ARTICLE XVIII

Merger of Prior Agreements and Amendment

Section 1. This Agreement contains the sole and entire agreement and understanding of the Company and the Union with respect to the entire subject matter hereof, all prior discussions,

negotiations, commitments and undertakings being merged herein. During the negotiations which resulted in this Agreement, both the Company and the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are set forth in this Agreement. The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not such subject or matter is specifically referred to or covered in this Agreement.

Section 2. This Agreement may not be modified or terminated orally, and no modification, termination, or waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XIX

Drug and Alcohol Policy

Section 1. It is the intent of the Company and the Union to maintain a drug and alcohol free work environment. As a result, employees will be subject to pre-employment as well as periodic drug and alcohol testing. All testing will be done in accordance with current Department of Transportation regulations. Violation of Company's Drug and Alcohol Policy contained in the Company's Handbook, as amended from time to time, will be grounds for termination of employment.

Section 2. The Company will incur the time and costs for Drug and Alcohol testing.

ARTICLE XX

Wearing Apparel/Mileage

Section 1. The Company will reimburse up to \$ 70.00 to each employee for safety shoes that meet Government specifications. With prior approval of the Company Site Manager, reimbursement will be authorized on as needed basis, but no more than twice per year.

Section 2. The Company will provide specialized safety equipment and gear as required by state and federal safety and OSHA laws.

Section 3. Eleven (11) shirt and pant sets will be provided to full-time employees and five (5) shirt and pant sets will be provided to part-time employees. Uniforms will be provided and replaced on an as needed basis as determined by the Company Site Manager.

Section 4. Rain gear will be made available for employee use during inclement weather.

Section 5. The Company will provide laundry service for uniforms.

Section 6. Terminated employees will be required to return to the Company Site Manager all uniforms upon termination.

Section 7. Employees will be required to pay the Company for all lost/destroyed uniforms, not turned into the Company Site Manager, upon date of termination. Employee's final check will be withheld until all uniforms and issued company property and equipment in his/her possession are returned to the Company Site Manager.

Section 8. Subject to the Company's pre-approval of use, the Company will reimburse an employee the standard government mileage rate for the use of his/her privately owned vehicle on Company business. Miles traveled will be logged on a mileage sheet and submitted each week to the Company Site Manager for processing and payment. The mileage sheet must be approved by the Company Site Manager, or his designee.

ARTICLE XXI

Commercial Drivers License (CDL)

Section 1. The Company agrees to incur the time and cost for the required CDL physical and hearing tests as applicable.

Section 2. The Company will pay for the CDL for those employees who already possess the CDL rating and any new employee who may be required to possess a CDL rating. If an employee fails the CDL examination, then the cost of obtaining the CDL reverts to the employee.

ARTICLE XXII

Safety and Productivity

Section 1. The Company will strive to maintain a safe and healthful work environment to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses. The Company, Union, and employees will work together and cooperate in maintaining work place safety.

Section 2. The Company, Union, and the employees agree too comply with all state and federal regulations, including the Occupational Safety and Health Act of 1970, as amended, in regard to safe and healthful working conditions at NAS Kingsville.

Section 3. Employees must wear all required safety devices and equipment in the performance of work tasks that require such devices and equipment.

Section 4. Employees are required to immediately report to management any accident or injury, major or minor, which may occur. If so directed, the employee will report immediately to designated medical personnel.

Section 5. The Company will designate smoking areas not in violation of Navy and insurance regulations and employees may smoke during such times as the Company may designate.

Section 6. It is agreed during the life of this Agreement, the company will provide annual hearing tests for all employees who are covered by this Agreement, who work on the flight line high noise areas.

Section 7. It is the intent of both parties to secure and sustain optimum productivity per employee, consistent with the principle of a fair day of work for a day of pay. In accordance with this important objective, it is agreed that working time is for work only. This does not mean that employees may not present grievances during working time. Employees will be given, within a reasonable amount of time, an opportunity to present their grievances, so long as the work is not interrupted.

ARTICLE XXIII

Layoff and Recall

The following procedures will be followed in layoff and recall situations:

- (a) The Company will first terminate all probationary employees after which the least senior regular part-time employee(s) in the classification(s) affected will be laid off.
- (b) Then the Company will then layoff the least senior employee in the classification(s) affected.
- (c) Such employees may then displace a less senior employee in any equal or lower rated classification, provided the employee is able to perform the work without loss of efficiency.
- (d) If no employee is unable to displace any employee as provided above, the employee will be placed on layoff status.
- (e) Laid off employees will be recalled in reverse order, that is, the most senior qualified being recalled first.
- (f) In the event of a layoff, the Company will give affected employees and the Union a forty (40) working hour notice, prior to the time the layoff is to occur provided the customer gives the same. This requirement does not apply to employees being displaced by senior employees.

ARTICLE XXIV

Legal Waivers

Section 1. The waiver of any breach or condition of this Agreement by either party will not constitute a precedent for any further waiver of such breach or condition.

Section 2. If any provision of this Agreement is in violation of the law, the parties involved will meet within 60 calendar days to discuss modifying the particular provision for compliance.

ARTICLE XXV

Excluded Matters

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union each, for the life of this Agreement, agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or hereby covered in this Agreement.

ARTICLE XXVI

Dues Checkoff

Section 1. The Company shall make payroll deductions for the period of this Agreement for initiation fees or reinstatement fees and/or dues as specified by the Local Union, from the first payment in each month in which an employee has sufficient net earnings, provided such members of the Union individually and voluntarily certify in writing that they authorize such Union deductions.

For the purpose of putting this provision into effect, the form for such individual authorization will read as follows on the next page.

Section 2. Deductions shall be remitted to the Secretary-Treasurer of District Lodge #776 within ten (10) days following the payday on which the deductions were made. The Company shall furnish the Secretary-Treasurer of District Lodge #776 a list compiled in alphabetical sequence of those for whom deductions have been made and the amounts of each deduction.

Section 3. The Union will indemnify and hold the Company harmless from and against any and all claims, demand, charges, complaints or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article, or in reliance on any list, notice or assessment furnished under any of such provisions.

DUES AUTHORIZATION CARD

NAME _____ CLOCKNO. _____ DEPT. _____

I hereby authorize Doss Aviation, Inc., or its SUCCESSOR, to deduct from my wages, each and every month, commencing with next payroll period an amount equivalent to dues as shall be certified by the Secretary-Treasurer of District Lodge 776 of the International Association of Machinists and Aerospace Workers. I further authorize the company to deduct from my wages a designated sum in payment of initiation fees when notified in writing to do so by the Secretary-Treasurer of the Lodge. The sums to be deducted are hereby assigned by me to District Lodge 776 of the International Association of Machinists and Aerospace Workers and are to be remitted by the company to the Secretary-Treasurer of District Lodge 776.

This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union. This authorization and assignment shall be effective and irrevocable for a period of one (1) year from the date of execution or until the termination date of the collective bargaining agreement between Doss Aviation, Inc., or its SUCCESSOR and District Lodge 776 of the International Association of Machinists and Aerospace Workers, whichever occurs sooner.

Further, this authorization and assignment shall continue in full force and effect from year to year beyond the irrevocable period set forth above, and this authorization and assignment shall be effective and irrevocable in each subsequent year unless revoked by me within ten (10) calendar days prior to the date of termination of any irrevocable period hereof. Such revocation shall be effected by written notice, sent by certified mail, return receipt requested, to the company and the Union within such ten (10) day period.

Contributions or gifts to the International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for federal income tax purposes. However, such contributions or gifts may be tax deductible under other provisions of the Internal Revenue Code.

SIGNATURE _____ DATE _____

APPENDIX A

JOB DESCRIPTIONS

DOSS AVIATION, INC.

JOB TITLE: Lead Fuels Distribution System Operator

REPORTS TO: Contract Manager/Assistant or Lead Supervisor

PREPARED BY:

Summary: Major duties and responsibilities consist of but not limited to the safe and timely execution of all product movements in full compliance with safety and environmental regulations, laws, and operating procedures.

Scope of Work: Performs all assigned duties in accordance with approved procedures. Aligns valves for the anticipated operation following a checklist identifying by number the valves to be opened and closed and secure all other valves. Ensure all static grounds are in place prior to starting operations and that no leaks or drips exist at line connections and manifolds. Monitor the entire fuel movement operation and maintain a permanent record of filter differential pressure readings, start/stop meter readings and pressure gauge readings. Patrol the pipeline routes and look for evidence of any leakage. Maintain radio contact between the shipping and receiving point throughout the entire fuel movement operation. Follow strict safety rules when gauging any tank for water, fuel, temperature and API and adhere to the relaxation times prior to gauging following any fuel receipt or transfer operation. Ensure that all tank/vessel openings are properly sealed after loading and that the seal numbers are recorded on the shipping documents. Receive and issue petroleum products via pipeline, tanker, barge, filstand, and tank truck operations. Constantly monitor the area for any problems and be especially alert for any fire hazards. Drain water from fuel tank and pipeline low point drains and dispose of it in an environmentally acceptable manner. Monitor product movement pumps for excessive noise, vibration, or overheating. Check pits or known hazardous areas where fuel vapors may accumulate with the vapor meter or oxygen deficiency meter prior to entering the area. Provide assistance to the system maintenance mechanic when required. Be familiar with all emergency shutdown procedures and how to report emergency situations to receive maximum support in minimum time. Must know how to transfer power from commercial to auxiliary generator power in case of emergency. Must know proper first aid procedures and how to follow first aid procedures as outlined in Material Safety Data Sheets for fuel/chemicals handled.

Qualifications: Must be able to read and write English and follow established procedures. Must have a High School Diploma or equivalent and one-year experience in fuel terminal operations. Must be fully knowledgeable of safety and environmental regulations and operating instructions. Must be familiar with tools and equipment for the accomplishment of assigned duties. Familiarity with government and company forms in the performance of assigned duties is a requirement.

Physical Requirements: CDL physical, pre-employment and random drug screening, confined space physical and hearing tests are mandatory if required. Must be able to distinguish between colors.

JOB TITLE: Fuels Dispatcher

REPORTS TO: Contract Manager/Assistant or Lead Supervisor

PREPARED BY:

Summary: Dispatch drivers to perform refuel/defuel of aircraft and other facilities as required for NAS Kingsville mission support. Operates FAS computer system to record all transactions. Updates FAS system as required for training, vehicle status and fixed fuels systems. Completes inventory, sampling, and testing inputs into the FAS system. Must be able to assist storage functions and a qualified driver as required to support NAS Kingsville mission. Works outside in all climatic conditions. Performs ground maintenance on assigned areas.

Scope of Work: The Fuels Dispatcher will report to an assigned lead supervisor and will perform all fuel aspects of the NAS Kingsville fuels services operations. All work assigned will be completed within approved procedures. Controls all fuel movement and dispatches drivers to perform refueling/defueling operations. Must be familiar with dispatch logs, radio communications, instruments/regulations pertaining to defueling/refueling in support of NAS Kingsville. Requires proficiency in all documentation required by Government and Doss Aviation, Inc. Must demonstrate a high degree of familiarity with the airfield and aircraft parking locations and other areas requiring fuels support. Performs other tasks as required.

Qualifications: Must be able to read and write English and follow established procedures. High School Diploma or equivalent. Must have one-year experience as a refueling driver. Familiar with tools, equipment, regulations and safety procedures for the accomplishment of assigned duties. Must be familiar with refuelers and fuel systems to observe and record instruments and record any discrepancies noted. Able to comprehend basic math concepts (add, subtract, multiply, and divide in all units of measurements). Complete inspection reports and comprehend instructions. Must be familiar with government and company forms in the performance of assigned duties. Drivers must have a knowledge and understanding of tasks associated with a fuels operation. Individuals must obtain and maintain current CDL with Class X endorsement. Must pass competency test and annual recertification.

Physical Requirements: CDL physical, pre-employment and random drug screening, confined space physical and hearing test are mandatory, if required.

JOB TITLE: Fuels Distribution Systems Operator

REPORTS TO: Contract Manager/Assistant or Lead Supervisor

PREPARED BY:

Summary: Operator refueler to refuel/defuel a variety of aircraft and facilities. Performs vehicle checks and documentation. Performs operator and preventive maintenance as required. Operates the fuels distribution system to receive, store, issue and transfer fuel on an as-needed basis. Individual will receive commercial tankers checking documentation, seals, visually check fuel prior to off-loading, and check quantity received. Maintains the fuel systems by performing daily, weekly, and monthly inspections. Completes inventory, sampling and testing fuels as required. Works outside in all climatic conditions. Performs ground maintenance on assigned areas.

Scope of Work: The Fuels Specialist will report to an assigned Lead Supervisor and will perform all fuel aspects of the NAS Kingsville fuel services operations. All work assigned will be completed within approved procedure. Performs safe and efficient operations of fuel distribution system, mobile and fixed. Individual is responsible for safety and environmental compliance during fueling and storage operation. Individual will operate in an environment with fluctuating workload based on the quantity of fuel required to maintain inventory level and aircraft sorties. The position includes performance of the following: inspecting fuel system, vehicles, documents, and reporting defects for corrective action(s). Operating fuels vehicles and systems to issue, receive, store, transfer and dispense fuels. Inspect fuel to ensure quality and quantity. Comply with fuel safety and environmental directives. Monitor fuel filter and metering devices, and recording results. Monitor pumps, gauges, and valves and reporting defects or malfunctions. Obtains fuel samples and analyzes them for sediment, water, flash, gravity, and particles. Transports sample to fuels laboratory for testing and maintain record of results. Compute inventory in vehicles and systems, performing volume calculations as required. Performs operator inspections/maintenance as required on refueler and system. Completes required documentation to account for all fuels and record established safety and maintenance checks. Follow established checklist, Department of Transportation and NATOPS for safe issues, receipts, and transfers of all fuels. Observe operations of refuelers and fixed systems records findings on appropriate forms. Performs other related tasks as required.

Qualifications: Must be able to read and write English and follow established procedures. High School Diploma or equivalent. Familiar with tools, equipment, regulations and safety procedures for the accomplishment of assigned duties. Able to comprehend basic math concepts (add, subtract, multiply, and divide in all units of measurements). Complete inspection reports and comprehend instructions. Must be familiar with government and company forms in the performance of assigned duties. Drivers must have a knowledge and understanding of tasks associated with refueling/defueling operations using a mobile refueler and pantograph system. Storage operators shall have practical experience in all facets of fuels distribution to include piping systems, storage tanks, pumps, valves, fuel monitors and filters. Truck fill stands, used oil storage and disposal facilities, and service station facilities (manual and automated). Must pass a competency certification test and annual recertification. Individuals must obtain and maintain current CDL with Class X endorsement.

Physical Requirements: CDL physical, pre-employment and random drug screening, confined space physical, and hearing tests are mandatory, if required.

JOB TITLE: Refueler Mechanic

REPORTS TO: Contract Manager/Assistant

PREPARED BY:

Summary: Perform daily, weekly, monthly, semi-annual, and annual inspections on assigned refueling units. Responsible for maintenance on refuelers to include major and minor repairs. Performs preventive maintenance on all vehicles. Performs grounds maintenance as required.

Scope of Work: Performs all work assigned in accordance with established procedures. Diagnoses the source of trouble and determines the extent of repairs required. Replace worn or broken parts; rebuilds components as necessary to place refueler back in service. Repairs fuel injection, lightning, and ignition systems. Performs safety checks as required by Doss Aviation, Inc., Department of Transportation, and NATOPS on all vehicles. Performs required maintenance of refueling equipment including piping, pumping, valves, filters, gauges, and necessary tank truck accessories. Documents and maintains historical records on all vehicles. Reports to Contract Manager/Assistant on all deficiencies requiring maintenance on vehicle. Informs dispatch status on vehicles as changes occur. Drive company vehicles observing all state, federal, and company laws, rules and procedures. Performs other related tasks as required.

Qualifications: High School diploma or equivalent. Must be able to read and write English. Familiar with tools, equipment, regulations and safety procedures related to accomplishment of assigned duties. Ability to perform maintenance, repairs, and/or overhaul to major and minor assemblies related to fuel tank truck. Must obtain and keep current CDL with Class X endorsement. Pass competency certification test, annual recertification, and complete all training requirements associated with tasks. Demonstrates ability to properly perform daily, weekly, monthly, semi-annual, and annual maintenance checks as required by established regulations.

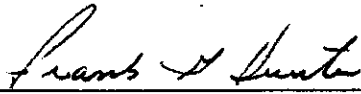
Physical Requirements: CDL physical, pre-employment and random drug screening, confined space physical and hearing testing are mandatory if required.

ARTICLE XXVII

Duration

This Agreement shall become effective upon execution and shall remain in full force and effect from December 1, 2001 until December 1, 2004.

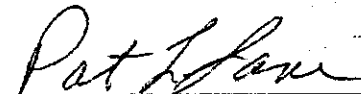
IN WITNESS WHEREOF,
DOSS AVIATION, INC., has caused this Agreement to be executed by:



FRANK G. HUNTER
DOSS AVIATION, INC.
PRESIDENT

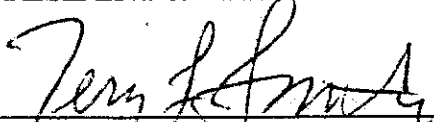
DATE 10-10-01

IN WITNESS WHEREOF,
AFL-CIO, has caused this Agreement to be executed by:



PAT L. LANE
IAM & AW DL776
PRESIDENT & DBR

DATE 10/24/01



TERRY L. SMITH
IAM & AW DL 776
BUSINESS REPRESENTATIVE

DATE 10/24/01

ERIK GONZALEZ
IAM & AW DL 776
NEGOTIATOR

DATE _____